

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MISSOURI  
CENTRAL DIVISION

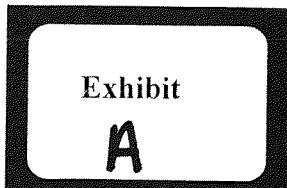
SPENCER NORMAN, KIEFER NORMAN, )  
COURTNEY NORMAN, and )  
HELEN S. NORMAN, )  
Plaintiffs, )  
v. ) Case No.: 2:12-CV-04210-NKL  
CAMDEN COUNTY, BRIAN D. FIENE, )  
DWIGHT D. FRANKLIN, )  
RICHARD B. DZIADOSZ, )  
LARRY L. RUTHERFORD, and )  
JAMEE L. WATSON, )  
Defendants. )

**AFFIDAVIT OF KRIS FRANKEN**

State of Missouri )  
County of Camden )

Kris Franken, being duly sworn upon his oath, states that he has personal knowledge of the following facts:

1. I am the Presiding Commissioner of Camden County, Missouri.
2. Defendant Camden County, Missouri ("Camden County") is a First Class non-chartered county organized and existing pursuant to the laws of the State of Missouri.
3. Camden County purchased a Public Entity Liability Insurance Policy from Travelers Insurance Company with an effective date of January 1, 2011 through January 1, 2012. A certified copy of the policy of insurance issued by Travelers Insurance Company to Camden County is attached as Exhibit S.



4. The Travelers insurance policy for Camden County contains an endorsement ILFO750209 entitled "Preservation of Governmental Immunity - Missouri" confirming that each liability insuring agreement in the policy will apply to the tort liability of any insured only to the extent that such tort liability is not subject to any defense of sovereign or governmental immunity under Missouri law and further provides that the purchase of the policy is not a waiver, under Missouri Revised Statute §537.610 or Missouri Revised Statute §71.185 or any amendments to those sections, of any sovereign or governmental immunity that would be available to any insured had you not purchased this policy. Camden County, Defendant Franklin, Defendant Fiene, Defendant Dziadosz, Defendant Watson, and Defendant Rutherford are defined as insureds by the insurance policy.

FURTHER, AFFIANT SAYETH NOT.

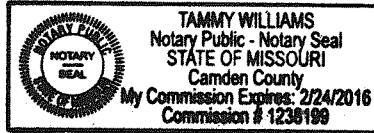
Kris Franken  
KRIS FRANKEN, PRESIDING COMMISSIONER  
OF CAMDEN COUNTY, MISSOURI

STATE OF MISSOURI      )  
                              ) SS.  
COUNTY OF                )

Subscribed and sworn to before me this 26<sup>th</sup> day of November, 2013.

Tammy Williams  
Notary Public

My Commission Expires:





One Tower Square, Hartford, Connecticut 06183

**COMMON POLICY DECLARATIONS**

**POLICY NO.: GP09315894**

**ISSUE DATE: 01/18/11**

**INSURING COMPANY:** Travelers Indemnity Company of CT

**1. NAMED INSURED AND MAILING ADDRESS:**

CAMDEN COUNTY COMMISSION,  
A PUBLIC ENTITY  
1 COURT CIRCLE, SUITE 1  
CAMDENTON , MO 65020

**2. POLICY PERIOD:** From 01/01/11 to 01/01/12 12:01 A.M. Standard Time at your mailing address.

**3. LOCATIONS:**

Premises Loc. No.	Bldg. No.	Occupancy	Address (same as Mailing Address unless specified otherwise)
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**4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:**

Commercial General Liability Coverage Part Declarations CG TO 01  
Employee Benefits Liability Coverage Part Declarations CG TO 09  
Law Enforcement Liability Coverage Part Declarations PR TO 01  
CONTINUED ON IL T8 00

**5. NUMBERS OF INTERLINE FORMS AND ENDORSEMENTS FORMING PART OF THIS POLICY:**

SEE IL T8 01

**6. SUPPLEMENTAL POLICIES:** Each of the following is a separate policy containing its complete provisions

Policy	Policy No.	Insuring Company
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**7. PREMIUM SUMMARY:**

Provisional Premium	\$See
Due at Inception	\$Delivery
Due Each	\$Invoice

NAME AND ADDRESS OF AGENT OR BROKER

MCGRATH INS GROUP INC  
1260  
CAMDENTON MO 65020

COUNTERSIGNED BY:

\_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

IL TO 02 11 89

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Exhibit

S

Camden County 00378  
TRAVELERS IND. MFG. CO.

RECEIVED OCT - 8 2012

<b>CERTIFIED POLICY</b>	
This certification is affixed to a policy which is a true and accurate copy of the document in the company's business records as of the date shown below.	
No additional insurance is afforded by this copy.	
<u>Travelers Indemnity Company of CT</u> Name of Insuring Company	
<u>GP09315894</u> Policy Number	<u>10/2/12</u> Date
 Kenneth Kupec, Second Vice President BI Document Management	

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IL TO 02 11 89

TRAVELERS DOC Camden County 00380



**POLICY NUMBER:** GP09315894

**EFFECTIVE DATE:** 01/01/11

**ISSUE DATE:** 01/18/11

## **LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS**

This listing shows the number of forms, schedules and endorsements by line of business.

IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL F0 75 02 09	PRESERVATION OF GOVERNMENTAL IMMUNITY - MISSOURI
IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T0 01 01 07	COMMON POLICY CONDITIONS
IL T3 68 05 10	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL T8 00 08 09	GENERAL PURPOSE ENDORSEMENT
IL T3 76 10 10	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL 02 74 09 08	MISSOURI CHANGES - CANCELLATION AND NONRENEWAL

**COMMERCIAL GENERAL LIABILITY**

CG 21 70 01 08	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG T0 01 11 03	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
CG T1 01 07 86	EMPLOYEE BENEFIT LIABILITY COVERAGE FORM
CG T0 08 11 03	KEY TO DECLARATIONS PREMIUM SCHEDULE
CG T0 09 09 93	EMPLOYEE BENEFITS LIABILITY COVERAGE PART DECLARATIONS
CG T0 34 11 03	TABLE OF CONTENTS COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01 10 01
CG 00 01 10 01	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG D4 19 07 08	AMENDMENT OF PROPERTY DAMAGE DEFINITION
CG D4 20 07 08	AMENDMENT - OTHER INSURANCE CONDITION & MEANING OF OTHER INSURANCE, OTHER INSURER AND INSURER
CG D4 22 07 08	AMENDMENT OF SUPPLEMENTARY PAYMENTS - TAXED COSTS AND APPEAL BONDS
CG D2 03 12 97	AMENDMENT - NON CUMULATION OF EACH OCCURRENCE LIMIT OF LIABILITY AND NON CUMULATION OF PERSONAL & ADVERTISING INJURY LIM
CG D2 88 11 03	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG D3 26 01 04	EXCLUSION - UNSOLICITED COMMUNICATIONS
CG D4 21 07 08	AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION-EXCEPTION FOR DAMAGES ASSUMED IN AN INSURED CONTRACT APPLIES ONLY TO NAMED
CG D0 76 06 93	EXCLUSION - LEAD
CG D1 42 01 99	EXCLUSION - DISCRIMINATION
CG D2 42 01 02	EXCLUSION - WAR
CG T4 78 02 90	EXCLUSION - ASBESTOS
CG F2 50 09 08	MISSOURI CHANGES - DEFINITION OF POLLUTANTS
CG T0 43 11 88	TABLE OF CONTENTS EMPLOYEE BENEFITS LIABILITY COVERAGE FORM CG T1 01 CLAIMS MADE
CG D0 38 03 95	EXCLUSION - IRC VIOLATIONS
CG T4 85 11 88	ADDITIONAL EXCLUSION - EMPLOYEE BENEFITS LIABILITY
CG D4 09 04 08	AMENDMENT OF BODILY INJURY DEFINTION
CG 26 25 04 05	MISSOURI CHANGES - GUARANTY ASSOCIATION
CG D4 81 02 09	PROFESSIONAL HEALTH CARE AND SOCIAL SERVICES LIABILITY COVERAGE - DESIGNATED PROFESSIONALS - PUBLIC ENTITIES

CG D1 54 11 03 COVERAGE FOR INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER  
                   WORKERS  
 CG D2 98 11 03 EXCLUSION-INJURY TO VOLUNTEER FIREFIGHTERS  
 CG D4 86 02 09 FAILURE TO SUPPLY - LIMITED COVERAGE  
 CG D4 77 02 09 AMENDMENT-POLLUTION EXCLUSION-INCL LIMITED POLLUTION COSTS  
                   LIAB COVG-PUBLIC ENTITIES OR INDIAN TRIBES-SEWAGE BACK-UP  
                   COV  
 CG D4 87 02 09 DEDUCTIBLE ENDORSEMENT - LIMITS OF INSURANCE APPLY EXCESS OF  
                   DEDUCTIBLES - DEDUCTIBLES APPLY ONLY TO DAMAGES (AND LIMITE  
 CG D4 88 02 09 EXCLUSION - DESIGNATED ACTIVITIES OR OPERATIONS  
 GN 01 82 11 03 COVERAGE C - MEDICAL PAYMENTS EXCLUSION  
 CG F5 13 02 09 STATUTORY CAP LIMIT OF INSURANCE ENDORSEMENT -MISSOURI  
 CG D4 70 02 09 EXCLUSION-EMPLOYEES AND VOLUNTEER WORKERS AS INSUREDS FOR  
                   CERTAIN BODILY INJURY, PERSONAL INJURY & PROPERTY DAMAGE  
 CG D4 71 02 09 AMENDMENT OF COVERAGE B - PERSONAL & ADVERTISING INJURY  
                   LIABILITY  
 CG D4 72 02 09 EXCLUSION - LAW ENFORCEMENT ACTIVITIES OR OPERATIONS  
 CG D4 74 02 09 MOBIL EQUIPMENT REDEFINED - PUBLIC ENTITIES  
 CG D4 75 07 10 EXCLUSION - PROFESSIONAL HEALTH CARE SERVICES - PUBLIC  
                   ENTITIES  
 CG D4 76 02 09 EXCLUSION - PUBLIC USE OF PRIVATE PROPERTY  
 CG D4 79 02 09 FUNGI OR BACTERIA EXCLUSION - WITH LIMITED EXCEPTION FOR  
                   BACTERIA IN SEWAGE BACK-UP  
 CG D4 80 02 09 PUBLIC ENTITIES XTEND ENDORSEMENT  
 CG T5 30 06 89 AMENDMENT - EMPLOYEE BENEFITS LIABILITY

#### PROFESSIONAL

PR TO 01 02 09 LAW ENFORCEMENT LIABILITY COVERAGE PART DECLARATIONS  
 PR TO 03 02 09 PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART DECLARATIO  
                   NS  
 PR TO 05 02 09 PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY  
                   COVERAGE PART DECLARATIONS  
 PR T1 04 02 09 LAW ENFORCEMENT LIABILITY COVERAGE FORM  
 PR T1 06 02 09 PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE FORM  
 PR T1 08 02 09 PUBLIC ENTITY EMPLOYMENT - RELATED PRACTICES LIABILITY  
                   COVERAGE FORM  
 PR T3 38 05 09 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM  
 PR T3 43 02 09 FUNGI OR BACTERIA EXCLUSION  
 PR F0 36 05 09 MISSOURI MANDATORY ENDORSEMENT  
 PR F1 78 02 09 MISSOURI MANDATORY ENDORSEMENT  
 PR F1 20 02 09 STATUTORY CAP LIMITS OF INSURANCE ENDORSEMENT - LAW  
                   ENFORCEMENT LIABILITY - MISSOURI

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRESERVATION OF GOVERNMENTAL IMMUNITY - MISSOURI

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CYBER LIABILITY COVERAGE  
EMPLOYEE BENEFITS LIABILITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
LAW ENFORCEMENT LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART

### PROVISIONS

1. The following is added to each Section that provides liability coverage:

This insurance applies to the tort liability of any insured only to the extent that such tort liability is not subject to any defense of sovereign or governmental immunity under Missouri law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

2. The following is added to the **CONDITIONS** Section:

#### **Preservation Of Governmental Immunity**

Your purchase of this policy is not a waiver, under Missouri Revised Statute Section 537.610 or Missouri Revised Statute Section 71.185 or any amendments to those sections, of any sovereign or governmental immunity that would be available to any insured had you not purchased this policy.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions:

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy or any Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.
5. If this policy or any Coverage Part is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us as part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

1. The first Named Insured shown in the Declarations:
  - a. Is responsible for the payment of all premiums; and
  - b. Will be the payee for any return premiums we pay.
2. We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. On each renewal continuation or anniversary of the effective date

of this policy, we will compute the premium in accordance with our rates and rules then in effect.

**F. Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is

appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**G. Equipment Breakdown Equivalent to Boiler and Machinery**

On the Common Policy Declarations, the term Equipment Breakdown is understood to mean and include Boiler and Machinery and the term Boiler and Machinery is understood to mean and include Equipment Breakdown.

This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

The companies listed below (each a stock company) have executed this policy, and is countersigned by the officers listed below:

The Travelers Indemnity Company (IND)

The Phoenix Insurance Company (PHX)

The Charter Oak Fire Insurance Company (COF)

Travelers Property Casualty Company of America (TIL)

The Travelers Indemnity Company of Connecticut (TCT)

The Travelers Indemnity Company of America (TIA)

Travelers Casualty Insurance Company of America (ACJ)

*Wendy C. Skye*  
Secretary

*Brian MacLean*  
President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 CYBERFIRST LIABILITY COVERAGE  
 ELECTRONIC MANUFACTURERS AND COMPUTER SERVICES ERRORS AND OMISSIONS  
 LIABILITY COVERAGE FORM  
 EMPLOYEE BENEFITS LIABILITY COVERAGE PART  
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
 ENVIRONMENTAL HAZARD POLICY  
 EXCESS (FOLLOWING FORM) LIABILITY INSURANCE  
 LAW ENFORCEMENT LIABILITY COVERAGE PART  
 LIMITED ABOVE GROUND POLLUTION LIABILITY COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 MEDFIRST PRODUCTS/COMPLETED OPERATIONS, ERRORS AND OMISSIONS, AND  
 INFORMATION SECURITY LIABILITY COVERAGE FORM  
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART  
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
 SELF-INSURED EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
 SELF-INSURED EXCESS LIQUOR LIABILITY COVERAGE FORM  
 SELF-INSURED EXCESS EMPLOYEE BENEFITS LIABILITY COVERAGE FORM  
 SELF-INSURED EXCESS PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE  
 FORM  
 SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT OF  
 TRANSPORTATION  
 TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE

### PROVISIONS

On December 26, 2007, the President of the United States signed into law amendments to the Terrorism Risk Insurance Act of 2002 (the "Act"), which, among other things, extend the Act and expand its scope. The Act establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in the Act) caused by "acts of terrorism". An "act of terrorism" is defined in Section 102(l) of the Act to mean any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States

or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for Insured Losses is 85% of the amount of Insured Losses in excess of each Insurer's statutorily established deductible, subject to the "Program Trigger", (as defined in the Act). In no event, however, will the federal government or any Insurer be required to pay any portion of the amount of aggregate Insured Losses occurring in any one year that exceeds \$100,000,000,000, provided that such Insurer has met its deductible. If aggregate Insured Losses exceed \$100,000,000,000 in any one year, your coverage may therefore be reduced.

The charge for Insured Losses for each Coverage Part is included in the Coverage Part premium. The charge that has been included for each Coverage Part is indicated below, and does not include any charge for the portion of losses covered by the Federal Government under the Act.

- 1% of each applicable Commercial Liability Coverage premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage"

resulting from "hazardous properties" of "nuclear material", if:

  - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
  - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
  - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereof.
  2. As used in this endorsement:  
"Hazardous properties" includes radioactive, toxic or explosive properties.  
"Nuclear material" means "source material", "special nuclear material" or "by-product material".  
"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.  
"Spent fuel" means any fuel element or fuel component, solid or liquid, which

has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying

of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.



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4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:

Public Entity Management Liability Coverage Part Declarations PR TO 03  
Employment-Related Practices Liability Coverage Part Declaratinos PR TO 05

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IL T8 00 08 09

TRAVELERS D&C McCamden County 00390

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT OF TRANSPORTATION

ENVIRONMENTAL HAZARD POLICY

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

LIMITED ABOVE GROUND POLLUTION LIABILITY COVERAGE PART

SELF-INSURED EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SELF-INSURED EXCESS LIQUOR LIABILITY COVERAGE FORM

SELF-INSURED EXCESS EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

SELF-INSURED EXCESS PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

EXCESS (FOLLOWING FORM) LIABILITY INSURANCE

MEDFIRST PRODUCTS/COMPLETED OPERATIONS, ERRORS AND OMISSIONS, AND

INFORMATION SECURITY LIABILITY COVERAGE FORM

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk In-

surance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MISSOURI CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. When this endorsement is attached to the Standard Property Policy CP 00 99 the term Commercial Property Coverage Part in this endorsement also refers to the Standard Property Policy.

- B. With respect to the:

Commercial General Liability Coverage Part  
Commercial Property - Legal Liability Coverage Form CP 00 40  
Commercial Property - Mortgageholders Errors And Omissions Coverage Form CP 00 70  
Crime And Fidelity Coverage Part  
Employment-related Practices Liability Coverage Part  
Equipment Breakdown Coverage Part  
Farm Liability Coverage Form  
Liquor Liability Coverage Part  
Pollution Liability Coverage Part  
Products/Completed Operations Liability Coverage Part  
Medical Professional Liability Coverage Part;

the following **Cancellation** and **Nonrenewal** Provisions apply:

1. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
  - (1) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;
  - (2) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;
  - (3) We become insolvent; or
  - (4) We involuntarily lose reinsurance for this policy.
- c. 60 days before the effective date of cancellation if we cancel for any other reason.

### NONRENEWAL

2. The following is added and supersedes any provision to the contrary:
  - a. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least 60 days prior to the effective date of the nonrenewal.

- b. If notice is mailed, proof of mailing will be sufficient proof of notice.
- C. With respect to the:
- Capital Assets Program (Output Policy)
  - Coverage Part
  - Commercial Property Coverage Part
  - Farm Property - Other Farm Provisions
  - Form - Additional Coverages, Conditions, Definitions Coverage Form
  - Farm - Livestock Coverage Form
  - Farm - Mobile Agricultural Machinery And Equipment Coverage Form;
- the **Cancellation Common Policy Condition** is replaced by the following:
- CANCELLATION, NONRENEWAL AND DECREASES IN COVERAGE**
1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
  2. We may cancel, nonrenew, reduce in amount or adversely modify this policy by mailing or delivering to the first Named Insured written notice of this action at least:
    - a. 10 days before the effective date of this action if due to nonpay-
    - ment of premium or evidence of incendiarism; or
    - b. 30 days before the effective date of this action if for any other reason.
  3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
  4. Notice of:
    - a. Cancellation will state the effective date of cancellation. The policy period will end on that date.
    - b. Any other action will state the effective date of that action.
  5. If this policy is cancelled, not renewed, reduced in amount or adversely modified, we will send the first Named Insured any premium refund due. If we take this action, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. This action will be effective even if we have not made or offered a refund.
  6. If notice is mailed, proof of mailing will be sufficient proof of notice.

**COMMERCIAL GENERAL LIABILITY  
CG 21 70 01 08**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CAP ON LOSSES FROM CERTIFIED ACTS OF  
TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.



**One Tower Square, Hartford, Connecticut 06183**

**COMMERCIAL GENERAL LIABILITY  
COVERAGE PART DECLARATIONS**

POLICY NO.: GP09315894

ISSUE DATE: 01/18/11

**INSURING COMPANY:** Travelers Indemnity Company of CT

**DECLARATIONS PERIOD:** From 01/01/11 to 01/01/12 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Commercial General Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

## **1. COVERAGE AND LIMITS OF INSURANCE:**

<b>COMMERCIAL GENERAL LIABILITY COVERAGE FORM</b>	<b>LIMITS OF INSURANCE</b>
General Aggregate Limit (Other than Products-Completed Operations)	\$4,000,000
Products-Completed Operations Aggregate Limit	\$4,000,000
Personal & Advertising Injury Limit	\$2,545,062
Each Occurrence Limit	\$2,545,062
Damage To Premises Rented to You Limit (any one premises)	\$100,000
Medical Expense Limit (any one person)	\$

## **2. AUDIT PERIOD:**

**3. FORM OF BUSINESS: SEE COMMON DECLARATIONS PAGE**

4. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART  
ARE ATTACHED AS A SEPARATE LISTING.

SEE IL T8 01

**COMMERCIAL GENERAL LIABILITY COVERAGE  
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

PRODUCER: MCGRATH INS GROUP INC

**OFFICE:** San Antonio

CG T0 01 11 03

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## EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

### THIS FORM PROVIDES CLAIMS MADE COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION VII - DEFINITIONS.

#### SECTION I - EMPLOYEE BENEFITS LIABILITY COVERAGE

##### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any negligent act, error, or omission of the insured, or of any other person for whose acts the insured is legally liable. The negligent act, error, or omission must be committed in the "administration" of your "employee benefit program." No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS. This insurance does not apply to any negligent act, error, or omission which occurred before the Retroactive Date, if any, shown in the Declarations or which occurs after the policy expires. The negligent act, error or omission must take place in the "coverage territory." We will have the right and duty to defend any "suit" seeking those damages. But:

- (1) The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE;
- (2) We may at our discretion, investigate any report of a negligent act, error or omission and settle any claim or "suit" that may result; and
- (3) Our right and duty to defend end

when we have used up the applicable limit of insurance in the payment of judgments or settlements.

- b. This insurance applies to any negligent act, error or omission of the insured, but only if a claim for damages because of the negligent act, error or omission is first made against any insured during the policy period.
- (1) A claim by a person or organization seeking damages will be deemed to have been made when notice of such claim is received and recorded by any insured or by us, whichever comes first.
  - (2) All claims for damages sustained by any one employee, including the employee's dependents and beneficiaries, will be deemed to have been made at the time the first of those claims is made against any insured.

##### 2. Exclusions

This insurance does not apply to:

- a. Loss arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured;
- b. "Bodily injury" or "property damage" or "personal injury";

## COMMERCIAL GENERAL LIABILITY

- c. Loss arising out of failure of performance of contract by any insured;
- d. Loss arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program";
- e. Any claim or suit based upon:
  - (1) failure of any investment to perform as represented by any insured, or
  - (2) advice given to any person to participate or not to participate in any plan included in the "employee benefit program";
- f. Loss arising out of your failure to comply with the mandatory provisions of any law concerning workers' compensation, unemployment insurance, social security or disability benefits;
- g. Loss for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Security Act of 1974, as now or hereafter amended; or
- h. Loss or damage for which benefits have accrued under the terms of an employee benefit plan to the extent that such benefits are available from funds accrued by the insured for such benefits or from collectible insurance, notwithstanding the insured's act, error or omission in administering the plan which precluded the claimant from receiving such benefits.

### 3. Supplementary Payments

We will pay, with respect to any claim or "suit" we defend:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$100 a day because of time off from work.

- d. All costs taxed against the insured in the "suit."
- e. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we made an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

### SECTION II - WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured.
  - c. An organization other than a partnership or joint venture, you are an insured. Your directors and stockholders are also insureds, but only with respect to their liability as your directors or stockholders.
- 2. Each of the following is also an insured:
  - a. Each of your partners, executive officers and employees who is authorized to administer your "employee benefit program."
  - b. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- 3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:

## **COMMERCIAL GENERAL LIABILITY**

- a. Coverage under this provision is afforded only until the 90th day after you acquire, or form the organization or the end of the policy period, whichever is earlier:
  - b. Coverage under this provision does not apply to any negligent act, error or omission that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

### **SECTION III – LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought;
    - c. Persons or organizations making claims or bringing "suits."
    - d. Acts, errors or omissions which result in loss; or
    - e. Plans included in your "employee benefit program";
  2. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."
  3. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one employee, including the employee's dependents and beneficiaries, because of acts, errors or omissions committed in the "administration" of your "employee benefit program."

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period.

for purposes of determining the Limits  
of Insurance.

## **SECTION IV - DEDUCTIBLE**

1. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in Item 6 of the Declarations as applicable to "Each Employee." The limits of insurance applicable to "Each Employee" will be reduced by the amount of this deductible. The Aggregate limit shall not be reduced by the application of such deductible amount.
  2. The deductible amount stated in the Declarations applies to all damages sustained by an employee because of an act, error or omission covered by this insurance.
  3. The terms of this insurance, including those with respect to:
    - a. Our right and duty to defend any "suits" seeking those damages; and
    - b. Your duties in the event of an act, error or omission claim, or suit apply irrespective of the application of the deductible amount.
  4. We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

## **SECTION V – EMPLOYEE BENEFITS LIABILITY CONDITIONS**

- 1. Bankruptcy.**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
  - 2. Duties In the Event Of Act, Error or Omission, Claim or Suit.**
    - a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. Notice should include:
      - (1) What the act, error or omission was and when it occurred.

## COMMERCIAL GENERAL LIABILITY

- (2) The names and addresses of any employees who may suffer damages as a result of the act, error or omission.

Notice of an act, error or omission is not notice of a claim.

- b. If a claim is received by any insured you must:

- (1) Immediately record the specifics of the claim and the date received; and
- (2) Notify us as soon as practicable. You must see to it that we receive written notice of the claim as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or a "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of damage to which this insurance may also apply.

- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

### 3. Legal Action Against Us.

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a

final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance.

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance.

This insurance is primary except when paragraph 4. of Section VI - Extended Reporting Periods applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

#### b. Method of Sharing.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### 5. Premium Audit.

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period.

## COMMERCIAL GENERAL LIABILITY

Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

### **6. Representations.**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

### **7. Separation of Insureds.**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against who claim is made or "suit" is brought.

### **8. Transfer of Rights of Recovery Against Others To Us.**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

### **9. Cancellation, Non-renewal, Renewal and Reduction or Deletion of Coverage.**

The following conditions also apply to this Coverage Part:

All conditions relating to cancellation, non-renewal, renewal, and reduction or deletion of coverage which would apply

to a Commercial General Liability Coverage Part attached to this policy.

### **SECTION VI - EXTENDED REPORTING PERIODS**

- 1. We will provide an automatic Extended Reporting Period as described in paragraph 3, or, if you purchase it, an Extended Reporting Period Endorsement as described in paragraph 4, only if:
  - a. This Coverage Part is cancelled or not renewed for any reason; or
  - b. We renew or replace this Coverage Part with other insurance that has a Retroactive Date later than the one shown in this Coverage Part's Declarations.
- 2. If we provide an Extended Reporting Period, the following is added to paragraph 1.b. of INSURING AGREEMENT - SECTION I:
  - (3) A claim first made during the Extended Reporting Period will be deemed to have been made on the last day of the policy period provided that the claim is for damages because of an act, error or omission that occurred before the end of the policy period of this policy (but not before any applicable Retroactive Date).

The Extended Reporting Period will not reinstate or increase the Limits of Insurance or extend the policy period.

- 3. The automatic Extended Reporting Period will be for 60 days, starting with the end of the policy period of this policy.

This automatic Extended Reporting Period applies only if no subsequent insurance you purchase applies to the claim, or would apply but for the exhaustion of its applicable limit of insurance.

This automatic Extended Reporting Period may not be cancelled.

- 4. If you purchase the optional Extended Reporting Period Endorsement, the Extended Reporting Period will be for one year, starting with the end of the policy period of this policy. We will issue that Endorsement if the first Named Insured shown in the Declarations:

## **COMMERCIAL GENERAL LIABILITY**

- a. Makes a written request for it which we receive within 60 days after the end of the policy period; and
  - b. Promptly pays the additional premium when due.

The Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that premium is paid when due, the endorsement may not be canceled.

The Extended Reporting Period Endorsement will also amend paragraph 4.a. of SECTION V - EMPLOYEE BENEFITS LIABILITY CONDITIONS (Other Insurance) so that the insurance provided will be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Endorsement takes effect.

5. We will determine the actual premium for the Extended Reporting Period Endorsement in accordance with our rules and rates. In doing so, we may take into account the following:
    - a. The exposures insured;
    - b. Previous types and amounts of insurance;
    - c. Limits of Insurance available under this Coverage Part for future payment of damages; and
    - d. Other related factors.

The premium for the Extended Reporting Period Endorsement will not exceed 200% of the annual premium for the Coverage Part to which the endorsement would be attached and will be fully earned when the Endorsement takes effect.

## **SECTION VII - DEFINITIONS**

1. "Administration" means:
    - a. Counseling employees, including their dependents and beneficiaries, with respect to the "employee benefit program";
    - b. Handling records in connection with the "employee benefit program"; or
  - that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  - c. Oral or written publication of material that violates a person's right of privacy.

- c. Effecting or terminating any employee's participation in a plan included in the "employee benefit program."

2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

3. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.

4. "Employee" means your officers, partners and employees whether actively employed, disabled or retired.

5. "Employee benefit program" means the following plans:

- a. Group life insurance, group accident or health insurance, "profit sharing plans," pension plans and "stock subscription plans," provided that no one other than an employee may subscribe to such insurance or plans;

- b. Unemployment insurance, social security benefits, workers' compensation and disability benefits;

- c. Any other similar plan designated in the Declaration or added thereto by endorsement.

6. "Personal injury" means injury other than "bodily injury," arising out of one or more of the following offenses:

- a False arrest, detention or imprisonment;

- b. Malicious prosecution;

- c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;

- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

- e. Oral or written publication of material that violates a person's right of privacy.

COMMERCIAL GENERAL LIABILITY

7. "Profit sharing plans" mean only such plans that are equally available to all full time employees.
8. "Property damage" means:
  - a. Physical injury to tangible property, including all resulting loss of use of that property; or
  - b. Loss of use of tangible property that is not physically injured.
9. "Stock subscription plans" mean only such plans that are equally available to all full time employees.
10. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged.  
"Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

## KEY TO DECLARATIONS PREMIUM SCHEDULE

### ABBREVIATIONS:

CLASS DESCRIPT - means CLASS DESCRIPTION

LOC/BLDG NO. - means LOCATION/BUILDING NUMBER

OPN NO. - means OPERATION NUMBER

PREM/OPS - means PREMISES/OPERATIONS

PROD/C-OPS - means PRODUCTS/COMPLETED OPERATIONS

### PREMIUM BASE:

Key Letter	Premium Base	How Rates Apply
a	Area	per 1,000 square feet
c	Total Cost	per \$1,000 of total cost
m	Admissions	per 1,000 admissions
o	Total Operating Expense	per \$1,000 of total operating expenditures
p	Payroll	per \$1,000 of payroll
s	Gross Sales	per \$1,000 of gross sales
t	(see note* below)	(see note* below)
u	Units	per unit

- \* Premium base t applies for a number of rarely used premium bases. The specific base and how rates apply are shown with the Class Description on the DECLARATIONS-PREMIUM SCHEDULE.



One Tower Square, Hartford, Connecticut 06183

EMPLOYEE BENEFITS LIABILITY  
COVERAGE PART DECLARATIONS

POLICY NO.: GP09315894  
ISSUE DATE: 01/18/11

INSURING COMPANY: Travelers Indemnity Company of CT

**DECLARATIONS PERIOD:** From 01/01/11 to 01/01/12 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Employee Benefits Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

**1. COVERAGE AND LIMITS OF INSURANCE**

Employee Benefits Liability Coverage Form	Limits of Insurance
Aggregate Limit	\$6,000,000
Each Employee Limit	\$2,000,000

**2. AUDIT PERIOD:**

**3. FORM OF BUSINESS:** SEE COMMON DECLARATIONS PAGE

**4. RETROACTIVE DATE:**

This insurance does not apply to negligent acts, errors or omissions which occurred before the Retroactive Date, if any shown below.

Retroactive Date: NONE

**5. EMPLOYEE BENEFIT PROGRAMS OTHER THAN THOSE LISTED IN SECTION VII - DEFINITIONS:**

**6. DEDUCTIBLE:**

\$1,000 EACH EMPLOYEE

**7. PREMIUM COMPUTATION:**

Estimated No. of Employees	Rate Per Employee	Estimated Premium	Minimum Premium
291		\$439	\$

**8. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENT FORMING PART OF THIS COVERAGE PART  
ARE ATTACHED AS A SEPARATE LISTING.**

SEE IL T8 01

PRODUCER: MCGRATH INS GROUP INC

OFFICE: San Antonio

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COVERAGE FORM  
CG 00 01 10 01**

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## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

### **SECTION I - COVERAGES**

#### **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

##### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
  - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or

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"property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

### 2. Exclusions

This insurance does not apply to:

#### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

#### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

#### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal

drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

#### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

#### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

#### f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
  - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible; or
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (e) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

### g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

### h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while

being prepared for, any prearranged racing, speed, demolition, or stunting activity.

### i. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

### j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1) (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) (4) (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

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Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

### **k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

### **l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

### **m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

### **n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

### **o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A sepa-

rate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

## COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

### **1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

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**c. Material Published Prior To Policy Period**  
"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

**g. Quality Or Performance Of Goods - Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

## COVERAGE C MEDICAL PAYMENTS

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations; provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

## 2. Exclusions

We will not pay expenses for "bodily injury":

### a. Any Insured

To any insured, except "volunteer workers".

### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

### d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

### e. Athletics Activities

To a person injured while taking part in athletics.

### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

### g. Coverage A Exclusions

Excluded under Coverage A .

### h. War

Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

## SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
    - a. All expenses we incur.
    - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
    - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
    - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
    - e. All costs taxed against the insured in the "suit".
    - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
    - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
    - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
    - b. This insurance applies to such liability assumed by the insured;

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- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II - WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- 2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited

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- liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-“employee” or “volunteer worker” as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) “Property damage” to property:
- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your “employees”, “volunteer workers”, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your “employee” or “volunteer worker”), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With respect to “mobile equipment” registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
- a. “Bodily injury” to a co-“employee” of the person driving the equipment; or
- b. “Property damage” to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or “suits” brought; or
  - c. Persons or organizations making claims or bringing “suits”.
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”; and

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- c. Damages under Coverage B.
- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- 5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A and
  - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable. You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the

## COMMERCIAL GENERAL LIABILITY

insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

#### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

### 6. Representations

By accepting this policy, you agree:

## COMMERCIAL GENERAL LIABILITY

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

### 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in a. above;
  - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement; if such property can be restored to use by:
    - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
    - b. Your fulfilling the terms of the contract or agreement.

## COMMERCIAL GENERAL LIABILITY

**9. "Insured contract"** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above

and supervisory, inspection, architectural or engineering activities.

**10. "Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**11. "Loading or unloading"** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**12. "Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

## COMMERCIAL GENERAL LIABILITY

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away

from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

## COMMERCIAL GENERAL LIABILITY

- For the purposes of this insurance, electronic data is not tangible property.
- As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
21. "Your product":
- a. Means:
    - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
- (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.
22. "Your work":
- a. Means:
    - (1) Work or operations performed by you or on your behalf; and
    - (2) Materials, parts or equipment furnished in connection with such work or operations.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
    - (2) The providing of or failure to provide warnings or instructions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**AMENDMENT OF PROPERTY DAMAGE DEFINITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following replaces the definition of "property damage" in the **DEFINITIONS** section:

"Property damage" means:

- a. Physical damage to tangible property of others, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical damage that caused it; or
- b. Loss of use of tangible property of others that is not physically damaged. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, data, including information, facts or programs in any electronic or other format, is not tangible property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT - OTHER INSURANCE CONDITION AND MEANING OF OTHER INSURANCE, OTHER INSURER AND INSURER

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### PROVISIONS

1. The following replaces the part of the first paragraph of Paragraph 4, Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that precedes Paragraph a.:

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as described in Paragraphs a. and b. below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph 5. of Section III - Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph 4. of Section III - Limits of Insurance applies because the Amendment - Non Cumulation Of Each Occurrence Limit Of Liability and Non Cumulation Of Personal and Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group;
- (iv) Any self-insurance method or pro-

gram, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of other insurance; or

- (v) Any similar risk transfer or risk management method.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph c. below, insurer means a provider of insurance.

2. The first Subparagraph (2) of Paragraph 4.b., **Excess Insurance**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph 4.b., **Excess Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF SUPPLEMENTARY PAYMENTS -  
TAXED COSTS AND APPEAL BONDS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**PROVISIONS**

1. The following replaces Paragraph 1.e. of  
**SUPPLEMENTARY PAYMENTS - COVERAGES A  
AND B OF SECTION I - COVERAGES:**

e. All costs taxed against the insured in  
the "suit", but only for that part of  
the judgment we pay.

2. The following is added to Paragraph 1.  
of **SUPPLEMENTARY PAYMENTS COVERAGES  
A AND B OF SECTION I - COVERAGES:**

We will also pay, with respect to any  
claim we investigate or settle, or any  
"suit" against an insured we defend, the  
cost of any required appeal bond for any  
judgment that we appeal, but only for  
bond amounts for that part of the judg-  
ment that is for damages to which this  
insurance applies and which are within  
the applicable limit of insurance. We  
will pay, or reimburse the insured for,  
the cost of a higher appeal bond amount  
if we are required to do so under the  
law that applies. We do not have to  
furnish these bonds. These payments  
will not reduce the limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT - NON CUMULATION OF EACH OCCURRENCE LIMIT  
OF LIABILITY AND NON CUMULATION OF PERSONAL AND  
ADVERTISING INJURY LIMIT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. Paragraph 5 of SECTION III - LIMITS OF INSURANCE, is amended to include the following:

Non cumulation of Each Occurrence Limit - If one "occurrence" causes "bodily injury" and/or "property damage" during the policy period and during the policy period of one or more prior and/or future policies that include a commercial general liability coverage part for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Each Occurrence Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "occurrence".

2. Paragraph 4 of SECTION III - LIMITS OF INSURANCE, is amended to include the following:

Non cumulation of Personal and Advertising Limit - If "personal injury" and/or "advertising injury" is sustained by any one person or organization during the policy period and during the policy period of one or more prior and/or future policies that include a commercial general liability coverage part for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Personal Injury and Advertising Injury Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "personal injury" and/or "advertising injury".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, re-assignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, re-assignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**EXCLUSION - UNSOLICITED COMMUNICATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance does not apply to "bodily injury", "property damage", "personal injury", "advertising injury" or "website injury" arising out of unsolicited communications by or on behalf of any insured. Unsolicited communications means any form of communication, including but not limited to facsimile, electronic mail, posted mail or telephone, in which the recipient has not

specifically requested the communication. Unsolicited communications also include but are not limited to communications which are made or allegedly made in violation of the Telephone Consumer Protection Act and any amendments, and/or local or state statutes that bar, prohibit or penalize such communications.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION –  
EXCEPTION FOR DAMAGES ASSUMED IN AN INSURED CONTRACT  
APPLIES ONLY TO NAMED INSURED**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**PROVISIONS**

1. The following replaces Paragraph (2) of Exclusion b., Contractual Liability in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:
  - (2) Assumed by you in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
    - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
    - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
2. The following replaces the beginning of Paragraph 2. and Paragraphs 2.a., b., c., d. and e., of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES:
  2. If we defend you against a "suit" and your indemnitee is also named as a party to the "suit", we will have the right and duty to defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which you have assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by you;
- c. The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by you in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that we determine that no conflict exists between your interests and the interests of the indemnitee;
- e. You and the indemnitee ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend you and the indemnitee; and

3. The following replaces the last sentence of Paragraph 2. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES:

Our obligation to defend your indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**EXCLUSION - LEAD**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
CATASTROPHE UMBRELLA POLICY

**PROVISIONS**

This insurance does not apply to any injury, damage, loss, cost, payment or expense, including, but not limited to, defense and investigation, of any kind arising out of, resulting from, caused by or contributed to by the actual or alleged presence or actual, alleged or threatened dispersal, release, ingestion, inhalation or absorption of lead, lead compounds or lead which is or was contained or incorporated into any material or substance. This exclusion applies, but is not limited to:

1. Any supervision, instructions, recommendations, warnings or advice given in connection with the above;
2. Any obligation to share damages, losses, costs, payments or expenses with or repay someone else who must make payment because of such injury or damage, loss, cost, payment or expense; or
3. Any request, order or requirement to abate, mitigate, remediate, contain, remove or dispose of lead, lead compounds or materials or substances containing lead.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - DISCRIMINATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PROVISIONS**

1. **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** - is amended by adding the following additional exclusion:

(This Insurance does not apply to:)

"Bodily injury" resulting from or as a consequence of discrimination, whether intentional or unintentional, based upon a person's sex, sexual preference, marital status, race, creed, religion, national origin, age, physical capabilities, characteristics or condition, or mental capabilities or condition.

2. **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** - is amended by adding the following additional exclusion:

(This insurance does not apply to:)

"Personal injury" resulting from or as a consequence of discrimination, whether intentional or unintentional, based upon a person's sex, sexual preference, marital status, race, creed, religion, national origin, age, physical capabilities, characteristics or condition, or mental capabilities or condition.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
**EXCLUSION - WAR**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Exclusion i. under Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

**2. Exclusions:**

This insurance does not apply to:

**i. War**

"Bodily injury" or "property damage" arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

**2. Exclusions:**

This insurance does not apply to:

**War**

"Personal injury" or "advertising injury" arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these

regardless of any other cause or event that contributes concurrently or in any sequence to the injury.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - ASBESTOS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
CATASTROPHE UMBRELLA POLICY

This insurance does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the injury or damage is caused or contributed to by the hazardous properties of asbestos. This includes:

- a. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and
- b. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MISSOURI CHANGES - DEFINITION OF POLLUTANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

### PROVISIONS

The definition of "pollutants" in the **DEFINITIONS** Section of this Coverage Part or in any endorsement to this Coverage Part is replaced by the following:

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. "Pollutants" includes:

- a. Petroleum or petroleum derivatives, gasoline, fuels, lubricants, and their respective additives and individual chemical components, including benzene and toluene;
- b. Chlorinated and halogenated solvents, including tetrachloroethylene (PCE or PERC), trichloroethylene (TCE), trichloroethane (TCA) and vinyl chloride, and their degradation products;
- c. Coal tar, manufactured gas plant (MGP) byproducts and polynuclear aromatic hydrocarbons (PAHs), phenols and polychlorinated biphenyls (PCBs); and
- d. Organic and inorganic pesticides, and inorganic contaminants, including arsenic, barium, beryllium, lead, cadmium, chromium and mercury.

This definition of "pollutants" applies regardless of whether:

1. The irritant or contaminant, or the particular form, type or source of the irritant or contaminant, involved in the claim or "suit" is specifically identified or described in this definition, such as waste from manufacturing operations;
2. The irritant or contaminant has or had any function in any of the insured's business, operations, premises, sites or locations, such as:
  - (i) PERC for a dry cleaning business; or
  - (ii) TCE, or any of the other items included as examples of "pollutants" in b. above, for degreasing operations;
3. The irritant or contaminant represents a major source of potential liability for the insured, such as gasoline, or any of the other items included as examples of "pollutants" in a. above, for a gasoline station; or
4. The insured expects or considers the irritant or contaminant to be a pollutant.

Waste includes materials to be recycled, reconditioned or reclaimed.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**EXCLUSION - IRC VIOLATIONS**

This endorsement modifies insurance provided under the following:

**EMPLOYEE BENEFITS LIABILITY COVERAGE FORM**

**PROVISIONS**

This insurance does not apply to:

- a. Any taxes, fines, interest, penalties or other cost imposed under, or resulting from, any provision of the Internal Revenue Code of 1986, as amended, or any similar state or local law; or

- b. Any expense, loss or damages (i) arising out of the imposition of such taxes, fines, interest, penalties or other charges or (ii) resulting from any provision of the Internal Revenue Code of 1986, as amended.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL EXCLUSION -  
EMPLOYEE BENEFITS LIABILITY**

This endorsement modifies insurance provided under the following:

**EMPLOYEE BENEFITS LIABILITY COVERAGE PART**

**PROVISIONS**

This insurance does not apply to loss arising out of:

1. The wrongful termination of an employee;
2. The coercion, demotion, reassignment, discipline, or harassment of an employee;
3. Discrimination against an employee.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**AMENDMENT OF BODILY INJURY DEFINITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following replaces the definition of "bodily injury" in the **DEFINITIONS** section:

"Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person; or
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

## MISSOURI CHANGES - GUARANTY ASSOCIATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

### MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION COVERAGE LIMITA- TIONS

- A. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
- B. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
  1. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the later of the

end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.

2. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.  
However, the Association will not:
  - (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
  - (2) Return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PROFESSIONAL HEALTH CARE AND SOCIAL SERVICES LIABILITY COVERAGE - DESIGNATED PROFESSIONALS - PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE OF DESIGNATED PROFESSIONALS ( indicates applicable)

- Nurse - other than a jail nurse
- Jail Nurse
- Emergency Medical Technician
- Social Service Professional
- Coroner
- 

#### PROVISIONS

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means:

- a. An act or omission committed by a "designated professional", acting within the scope of his or her duties for you as such "designated professional", in providing or failing to provide "described professional health care services"; or
  - b. An act or omission committed by a "designated professional", acting within the scope of his or her duties for you as such "designated professional", in providing or failing to provide "professional social services".
2. The following is added to the **DEFINITIONS** Section:

"Described professional health care services" means:

- a. Any medical, surgical, dental, laboratory, x-ray or nursing services, treatment, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- c. The handling or treatment of corpses, including such handling or treatment for autopsies, for organ donations and for other postmortem procedures;
- d. Any psychiatric, psychological or

emotional counseling service, treatment, advice or instruction; or

- e. The service by any person as a member of a formal accreditation, standards review, peer review or equivalent professional board or committee or member of any professional organization or committee.

"Designated professional" means any of your "employees" or "volunteer workers" who:

- a. Is performing duties for you as a professional indicated with an  in the Schedule of Designated Professionals;
- b. Is not a medical doctor; and
- c. Is not a nurse providing "described professional health care services" at or in connection with a nursing home.

"Professional social services" means any of the professional services or activities that are, or should have been, performed by any "employee" or "volunteer worker" of your social services department, health and human services department, or similar department, including any advice or instruction provided with such services or activities.

3. The following is added to Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:

Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Described professional health care services"; or

## COMMERCIAL GENERAL LIABILITY

- (b) "Professional social services";  
by a "designated professional" acting  
within the scope of his or her duties for  
you as such "designated professional".
4. The following is added to Paragraph 5.  
of SECTION III - LIMITS OF INSURANCE:  
For the purposes of determining the applicable Each Occurrence Limit:
- All related acts or omissions committed by any "designated professional" in providing or failing to provide "described professional health care services" to any one person will be deemed to be one "occurrence"; and
  - All related acts or omissions committed by any "designated professional" in providing or failing to provide "professional social services" to any one person will be deemed to be one "occurrence".
5. The following exclusion is added to Paragraph 2., Exclusions of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

### Criminal, Dishonest, Fraudulent Or Malicious Acts Or Knowing Violations Of Rights Or Laws

"Bodily injury" or "property damage" arising out of any criminal, dishonest, fraudulent or malicious act or omission,

or any knowing violation of rights or laws, committed by a "designated professional" in providing or failing to provide "described professional health care services" or "professional social services".

This exclusion does not apply to any insured who did not consent to, or have knowledge of, such act or omission or knowing violation.

This exclusion also does not apply to our duty to defend:

- A "designated professional" who is an insured until it has been determined or admitted in a legal proceeding that such "designated professional" committed such act or omission or knowing violation; or
- Any other insured until it has been determined or admitted in a legal proceeding that such insured consented to, or had knowledge of, such act or omission or knowing violation.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COVERAGE FOR INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **A. SCHEDULE**

**Designated "Employee(s)" or "Volunteer Worker(s)":**

**ANY OF YOUR EMPLOYEES**

#### **B. PROVISIONS**

1. Your "employees" designated in the Schedule above are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" designated in the Schedule above are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your

"volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

3. Subparagraphs 2.a.(1)(a) (b) and (c) and 3.a. of SECTION II - WHO IS AN INSURED do not apply to "bodily injury" for which insurance is provided by this endorsement.
4. Subparagraph 2.a.(1)(d) of SECTION II - WHO IS AN INSURED does not apply to the providing of or failing to provide professional health care services if such coverage is provided in an Incidental Medical Malpractice endorsement included in this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – INJURY TO VOLUNTEER FIREFIGHTERS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** :

This insurance does not apply to "bodily injury" or "personal injury" to any volunteer firefighters whether or not they are members of your organization, while in the course of their duties as such.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FAILURE TO SUPPLY - LIMITED COVERAGE**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **SCHEDULE - FAILURE TO SUPPLY LIMIT**

Failure To Supply Limit	\$	Each Occurrence
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#### **PROVISIONS**

1. The following exclusion is added to Paragraph 2. **Exclusions of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

##### **Failure To Supply**

"Bodily injury" or "property damage" arising out of the failure of any insured to adequately supply gas, oil, water, electricity or steam.

If an amount is shown for the Failure To Supply Limit in the Schedule - Failure To Supply Limit, this exclusion does not apply to such "bodily injury" or "property damage", and a separate limit of insurance applies to such "bodily injury" or "property damage" as described in Section - **Limits Of Insurance.**

If no amount is shown for the Failure To Supply Limit in the Schedule - Failure To Supply Limit, this exclusion does not apply to "bodily injury" or "property dam-

age" arising out of a failure to supply that results from the sudden and accidental damage to tangible property owned or used by any insured to procure, produce, process or transmit the gas, oil, water, electricity or steam.

2. The following is added to **SECTION III - LIMITS OF INSURANCE:**

Subject to Paragraph 5. of Section III - Limits Of Insurance, if an amount is shown for the Failure To Supply Limit in the Schedule - Failure To Supply Limit, that limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C; because of all "bodily injury" and "property damage" arising out of the failure of any insured to adequately supply gas, oil, water, electricity or steam to one or more persons or organizations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT - POLLUTION EXCLUSION - INCLUDING  
LIMITED POLLUTION COSTS LIABILITY COVERAGE -  
PUBLIC ENTITIES OR INDIAN TRIBES -  
SEWAGE BACK-UP COVERAGE INCLUDED**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE - SEWAGE BACK-UP LIMIT**

Sewage Back-Up Limit: \$1,000,000	Each Occurrence
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**PROVISIONS**

**A. REVISED COVERAGE A EXCLUSION F.**

The following replaces Paragraph (1) of Exclusion f. **Pollution** in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned, occupied or managed by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned, occupied or managed by, or rented or loaned to, any

insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold,

## COMMERCIAL GENERAL LIABILITY

- store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- Paragraphs (1)(a) and (d) of this exclusion do not apply to:
1. "Bodily injury" or "property damage" arising only out of the discharge, release or escape of any pesticide, herbicide, fungicide or fertilizer if such discharge, release or escape:
    - (a) Is caused by the application of, or transporting, handling or storage for the application of, such pesticide, herbicide, fungicide or fertilizer by you or on your behalf;
    - (b) Commences abruptly during the policy period and after the effective date of the Amendment - Pollution Exclusion - Including Limited Pollution Costs Liability Coverage - Public Entities Or Indian Tribes - Sewage
- Back-up Coverage Included endorsement;
- (c) Ends within 7 consecutive days after its abrupt commencement;
- (d) Becomes known to an insured listed under Paragraph 1. of Section II - Who Is An Insured, or to an "employee" authorized by you to give or receive notice of any "occurrence" or claim, and is reported to us within 30 days after its abrupt commencement; and
- (e) Does not arise out of any intentional violation of any governmental law, regulation or rule by you or anyone acting on your behalf; or
- (2) "Bodily injury" or "property damage" arising only out of the discharge, release or escape of any pollutant if such discharge, release or escape:
  - (a) Is caused by the use of, or transporting, handling or storage for the use of, such pollutant in the providing of, or training for the providing of, fire fighting or emergency response services by you or on your behalf;
  - (b) Commences abruptly during the policy period and after the effective date of Amendment - Pollution Exclusion - Including Limited Pollution Costs Liability Coverage - Public Entities Or Indian Tribes - Sewage Back-up Coverage Included endorsement;

(c) Ends within 7 consecutive days after its abrupt commencement;

(d) Becomes known to an insured listed under Paragraph 1. of Section II - Who Is An Insured, or to an "employee" authorized by you to give or receive notice of any "occurrence" or claim, and is reported to us within 30 days after its abrupt commencement; and

(e) Does not arise out of any intentional violation of any governmental law, regulation or rule by you or anyone acting on your behalf.

All "bodily injury" or "property damage" described in Paragraph (1) or (2) above of this exception will be deemed to occur at the time such

## COMMERCIAL GENERAL LIABILITY

discharge, release or escape abruptly commences.

Paragraphs (1)(a) (b), (d) and (e) of this exclusion do not apply to "bodily injury" or "property damage" arising only out of the discharge, release or escape of chlorine, sodium hypochlorite or any other chemical at or from any premises, site or location which is owned, occupied or managed by, or rented or loaned to, you during the policy period if such discharge, release or escape:

- (1) Is caused by the use of such chemical in sewage or water, or the transporting, handling or storage of that chemical for such use, as part of sewage treatment, water purification or swimming pool maintenance operations performed by you or on your behalf;
- (2) Commences abruptly during the policy period and after the effective date of Amendment - Pollution Exclusion - Including Limited Pollution Costs Liability Coverage - Public Entities Or Indian Tribes - Sewage Back-up Coverage Included endorsement;
- (3) Ends within 7 consecutive days after its abrupt commencement;
- (4) Becomes known to an insured listed under Paragraph 1. of Section II - Who Is An Insured, or to an "employee" authorized by you to give or receive notice of any "occurrence" or claim, and is reported to us, within 30 days after its abrupt commencement; and
- (5) Does not arise out of any intentional violation of any governmental law, regulation or rule by you or anyone acting on your behalf; or

All "bodily injury" or "property damage" described in this exception will be deemed to occur at the time such discharge, release or escape abruptly commences.

Paragraph (1) of this exclusion does not apply to "bodily injury" or "property damage" arising only out of the discharge, release or escape of sewage into a building if such discharge, release or escape:

- (1) Is a back-up of sewage from any sewage treatment facility or sanitary sewer that is owned, occupied or managed by, or rented or loaned to, you during the policy period;

- (2) Commences abruptly during the policy period and after the effective date of the Amendment - Pollution Exclusion - Including Limited Pollution Costs Liability Coverage - Public Entities Or Indian Tribes - Sewage Back-up Coverage Included endorsement;
- (3) Ends within 7 consecutive days after its abrupt commencement;
- (4) Becomes known to an insured listed under Paragraph 1. of Section II - Who Is An Insured, or to an "employee" authorized by you to give or receive notice of any "occurrence" or claim, and is reported to us, within 30 days after its abrupt commencement; and
- (5) Does not arise out of any intentional violation of any governmental law, regulation or rule by you or anyone acting on your behalf.

This exception does not apply if any of the "bodily injury" or "property damage" arises out of the "hazardous properties" of any "nuclear material" in the sewage. All "bodily injury" or "property damage" described in this exception will be deemed to occur at the time such discharge, release or escape abruptly commences. A separate limit of insurance applies to such "bodily injury" or "property damage" as described in Section III - Limits Of Insurance.

2. The following replaces Paragraph (2) of Exclusion f. ,Pollution in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- (2) "Pollution costs".

3. The following is added to SECTION III - LIMITS OF INSURANCE:

Subject to Paragraph 5. of Section III - Limits Of Insurance, the Sewage Back-up Limit shown in the Schedule - Sewage Back-Up Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C;
- because of all "bodily injury" and "property damage" arising out of the discharge, release or escape of sewage into one or more buildings.

If no amount is shown for the Sewage Back-up Limit in that schedule, that limit will be:

- a. \$50,000 Each Occurrence; or

## COMMERCIAL GENERAL LIABILITY

- b. The amount you purchased for that coverage, if that amount is more than \$50,000.

### B. REVISED COVERAGE B EXCLUSION N.

The following replaces Exclusion n., Pollution - Related in Paragraph 2. of SECTION I - COVERAGES - COVERAGE B PERSONAL INJURY AND ADVERTISING INJURY LIABILITY:

#### n. Pollution Costs

"Pollution costs".

### C. ADDED COVERAGE D. LIMITED COVERED POLLUTION COSTS LIABILITY.

- 1. The following is added to SECTION I - COVERAGES:

#### COVERAGE D LIMITED COVERED POLLUTION COSTS LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that you become legally obligated to pay as "limited covered pollution costs" to which this insurance applies. We will have the right and duty to defend you against any "suit" seeking those "limited covered pollution costs". However, we will have no duty to defend you against any "suit" seeking "limited covered pollution costs" to which this insurance does not apply. We may at our discretion investigate any discharge, release or escape of "pollutants" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for "limited covered pollution costs" will be included within, and not in addition to, the limits of insurance that apply to Coverage A; and

- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B, medical expenses under Coverage C, or "limited covered pollution costs" under Coverage D.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A, B and D.

- b. This insurance applies to "limited covered pollution costs" only if the "pollutants" for which the "limited covered pollution costs"

are incurred also cause "bodily injury" or "property damage" that:

- (1) Is covered under Coverage A; and
- (2) Is within an exception to exclusion f. of Coverage A that requires the discharge, release or escape of "pollutants" to:
- (a) Commence abruptly during the policy period and after the effective date of the Amendment - Pollution Exclusion - Including Limited Pollution Costs Liability Coverage - Public Entities Or Indian Tribes - Sewage Back-up Coverage Included endorsement;
- (b) End within 7 consecutive days after its abrupt commencement;
- (c) Become known to an insured listed under Paragraph 1. of Section II - Who Is An Insured, or to an "employee" authorized by you to give or receive notice of any "occurrence" or claim, and be reported to us, within 30 days after its abrupt commencement; and
- (d) Not arise out of any intentional violation of any governmental law, regulation or rule by you or anyone acting on your behalf.

##### 2. Exclusion

This insurance does not apply to "limited covered pollution costs" which you are obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that you would have to pay "limited covered pollution costs" in the absence of the contract or agreement.

- 2. The following replaces the title of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES:

#### SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D

- 3. The following is added to SECTION II - WHO IS AN INSURED:

Paragraph 4. is the only part of this section that applies to Section I - Coverage D - Limited Covered Pollution Costs Liability. For the purposes of Coverage D, similar coverage as used in Paragraph 4.

## COMMERCIAL GENERAL LIABILITY

- of this section includes any pollution liability coverage.
4. The following is added to Paragraph 3, **Legal Action Against Us**, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:
- With respect to "limited covered pollution costs", no person or organization has a right under this Coverage Part:
- To join us as a party or otherwise bring us into a "suit" asking for "limited covered pollution costs" from you; or
  - To sue us on this Coverage Part unless all of its terms have been fully complied with.
- With respect to "limited covered pollution costs", a person or organization may sue us to recover on an agreed settlement or on a final judgment against you, but we will not be liable for "limited covered pollution costs" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. As used in this provision, an agreed settlement means a settlement and release of liability signed by us, by you and by the claimant or the claimant's legal representative.
5. The following is added to Paragraph 4, **Other Insurance** of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:
- If valid and collectible other insurance is available to you for a loss we cover under Coverage D of this Coverage Part, this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis.
- We will have no duty under Coverage D to defend you against any "suit" if any other insurer has a duty to defend you against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to your rights against all those other insurers.
- We will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - The total of all deductible and self-insured amounts under all such other insurance.
6. The following is added to Paragraph 8, **Transfer Of Rights Or Recovery Against Others To Us** of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:
- With respect to "limited covered pollution costs", if you have agreed in a con-

tract or agreement to waive your rights of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of "limited covered pollution costs" incurred for a discharge, release or escape of "pollutants" that commences abruptly after the execution of the contract or agreement.

### D. REVISED COVERAGES A AND B.

The following replaces Paragraph 1.a.(2), and the last sentence, of Paragraph 1.a., of SECTION I - Coverage A - Bodily Injury And Property Damage Liability and of Section I - Coverage B - Personal Injury And Advertising Injury Liability:

- Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B, medical expenses under Coverage C or "limited covered pollution costs" under Coverage D.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A, B, and D.

### E. DEFINITIONS

- The following replaces the definition of "suit" in the DEFINITIONS Section:

"Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies, or in which "limited covered pollution costs" to which this insurance applies, are alleged. "Suit" includes:

- An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent;
- An arbitration proceeding in which such "limited covered pollution costs" are claimed and to which you must submit or do submit with our consent; and
- Any other alternative dispute resolution proceeding in which such "limited covered pollution costs" are claimed and to which you submit with our consent.

## COMMERCIAL GENERAL LIABILITY

2. The following are added to the **DEFINITIONS** Section:

"Hazardous properties", as used in the Amendment - Pollution Exclusion - Including Limited Pollution Costs Liability Coverage - Public Entities Or Indian Tribes - Sewage Back-up Coverage Included endorsement, includes radioactive, toxic or explosive properties.

"Limited covered pollution costs"

a. Means any cost or expense to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or assess the effects of, "pollutants".

b. Does not include:

(1) Any punitive or exemplary damages, or the portion of any multiplied damage award that exceeds the amount multiplied;

(2) Any statutory or administrative fine or penalty;

(3) Any salary of, or benefit for, any of your "employees", any of your partners or members (if you are a partnership or joint venture), any of your managers (if you are a limited liability company), any of your trustees (if you are a trust), or any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust);

(4) Any cost or expense for:

(a) The repair, replacement, enhancement, restoration or maintenance of any premises, site or location which is or was at any time owned, occupied or managed by, or rented or loaned to, you; or

(b) The prevention of injury to a person or damage to another's property;

(5) Any cost or expense to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or assess the effects of, "pollutants", if such work or operations began while such "pollutants" are or were:

(a) At any premises, site or location which is or was at any time owned, occupied

or managed by, or rented or loaned to, you;

(b) On or in personal property in your care, custody or control; or

(c) At that particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it; or

(6) Any cost or expense to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or assess the effects of, "pollutants" on or in any of your "employees", after the actual, alleged or threatened absorption, ingestion or inhalation of such "pollutants" by any of your "employees" arising out of and in the course of:

(a) Employment by you; or

(b) Performing duties related to the conduct of your business.

"Nuclear material", as used in the Amendment - Pollution Exclusion - Including Limited Pollution Costs Liability Coverage - Public Entities Or Indian Tribes - Sewage Back-up Coverage Included endorsement, includes:

a. "Source material", "special nuclear material" or "by-product material", which have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; and

b. Naturally occurring radioactive material, including radium, potassium, thorium or uranium.

"Pollution costs" means any loss, cost or expense arising out of:

a. Any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants"; or

b. Any claim or "suit" by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DEDUCTIBLE ENDORSEMENT - LIMITS OF INSURANCE  
APPLY EXCESS OF DEDUCTIBLES - DEDUCTIBLES  
APPLY ONLY TO DAMAGES (AND LIMITED COVERED  
POLLUTION COSTS, IF APPLICABLE -  
PUBLIC ENTITIES OR INDIAN TRIBES)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE OF DEDUCTIBLES**

If no amount is shown for a deductible, that deductible does not apply.

Coverage	Amount of Deductible
Bodily Injury Liability, including Limited Covered-Pollution Costs Liability (if applicable), only	\$ _____ Each Occurrence
Property Damage Liability, including Limited Covered Pollution Costs Liability (if applicable), only	\$ _____ Each Occurrence
Bodily Injury Liability and Property Damage Liability, including Limited Covered Pollution Costs Liability (if applicable), combined	\$ _____ Each Occurrence
Personal Injury Liability only	\$ _____ Each Person or Organization
Advertising Injury Liability only	\$ _____ Each Person or Organization
Personal Injury Liability and Advertising Injury Liability combined	\$ _____ Each Person or Organization
Bodily Injury Liability and Property Damage Liability, combined - Failure To Supply	\$ _____ Each Occurrence
Bodily Injury Liability and Property Damage Liability, Including Limited Covered Pollution Costs Liability (if applicable), combined - Sewage Back-up	\$1,000 _____ Each Occurrence
	\$ _____ Total Deductible

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**Important note:** If the Total Deductible does not apply, you will be responsible for paying all applicable deductibles without further limitation, regardless of how often they apply.

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**PROVISIONS**

**APPLICATION OF ENDORSEMENT** (Enter below any limitations on the application of this endorsement. If no limitation is entered, each deductible for which an amount is shown in the Schedule Of Deductibles applies to all damages (and "limited covered pollution costs", if applicable) within that deductible, however caused):

**1. Our obligation:**

- a. Under the Bodily Injury Liability, Property Damage Liability, Personal Injury Liability and Advertising Injury Liability Coverages to pay damages on behalf of the insured; and
- b. Under the Limited Covered Pollution Costs Liability Coverage (if applicable) to pay "limited covered pollution costs" on behalf of the Named Insured shown in the Declarations;

applies only to the amount of damages (and "limited covered pollution costs", if applicable) in excess of any deductible amount shown in the Schedule Of De-

## COMMERCIAL GENERAL LIABILITY

- ductibles as applicable to such coverages.
2. The deductible amount shown in the Schedule Of Deductibles applies as follows:
- Under Bodily Injury Liability Coverage, including Limited Covered Pollution Costs Liability Coverage (if applicable), only, to the sum of all:
    - Damages because of all "bodily injury"; and
    - "Limited covered pollution costs" (if applicable);arising out of any one "occurrence".  
This deductible amount is not reduced by the payment of any deductible amount under either of the following coverages:
    - Bodily Injury Liability and Property Damage Liability Coverage, combined - Failure To Supply.
    - Bodily Injury Liability and Property Damage Liability Coverage, Including Limited Covered Pollution Costs Liability Coverage (if applicable), combined - Sewage Back-up.
  - Under Property Damage Liability Coverage, including Limited Covered Pollution Costs Liability Coverage (if applicable), only, to the sum of all:
    - Damages because of all "property damage"; and
    - "Limited covered pollution costs" (if applicable);arising out of any one "occurrence".  
This deductible amount is not reduced by the payment of any deductible amount under either of the following coverages:
    - Bodily Injury Liability and Property Damage Liability Coverage, combined - Failure To Supply.
    - Bodily Injury Liability and Property Damage Liability Coverage, Including Limited Covered Pollution Costs Liability Coverage (if applicable), combined - Sewage Back-up.
  - Under Bodily Injury Liability and Property Damage Liability Coverage, including Limited Covered Pollution Costs Liability Coverage (if applicable), combined, to the sum of all:
    - Damages because of all "bodily injury";
- (2) Damages because of all "property damage"; and
- (3) "Limited covered pollution costs" (if applicable);
- arising out of any one "occurrence".  
This deductible amount is not reduced by the payment of any deductible amount under either of the following coverages:
  - Bodily Injury Liability and Property Damage Liability Coverage, combined - Failure To Supply.
  - Bodily Injury Liability and Property Damage Liability Coverage, Including Limited Covered Pollution Costs Liability Coverage (if applicable), combined - Sewage Back-up.
- (1) Bodily Injury Liability and Property Damage Liability Coverage, combined - Failure To Supply.
- (2) Bodily Injury Liability and Property Damage Liability Coverage, Including Limited Covered Pollution Costs Liability Coverage (if applicable), combined - Sewage Back-up.
- d. Under Personal Injury Liability Coverage only, to all damages because of all "personal injury" sustained by any one person or organization.
- e. Under Advertising Injury Liability Coverage only, to all damages because of "advertising injury" sustained by any one person or organization.
- f. Under Personal Injury Liability and Advertising Injury Liability Coverage combined, to the sum of all:
  - Damages because of all "personal injury"; and
  - Damages because of all "advertising injury";sustained by any one person or organization.
- g. Under Bodily Injury Liability and Property Damage Liability Coverage, combined - Failure To Supply, to the sum of all:
  - Damages because of all "bodily injury";
  - Damages because of all "property damage"; and
  - "Limited covered pollution costs" (if applicable);arising out of any one "occurrence" and the failure of any insured to adequately supply gas, oil, water, electricity or steam to one or more persons or organizations.
- h. Under Bodily Injury Liability and Property Damage Liability Coverage, Including Limited Covered Pollution Costs Liability Coverage (if applica-

COMMERCIAL GENERAL LIABILITY

- ble), combined - Sewage Back-up, to the sum of all:
- (1) Damages because of all "bodily injury";
  - (2) Damages because of all "property damage"; and
  - (3) "Limited covered pollution costs" (if applicable);
- arising out of any one "occurrence" and the discharge, release or escape of sewage into one or more buildings.
- i. The Total Deductible is the most that you will be responsible for paying for the combined total of all applicable deductibles.
- The Total Deductible applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of applying the Total Deductible.
- If no amount is shown for the Total Deductible in the Schedule Of Deductibles, the Total Deductible does not apply, and you will be responsible for paying all applicable deductibles without further limitation, regardless of how often they apply.
3. The terms of this insurance, including those with respect to:
- a. Our right and duty with respect to the defense of "suits"; and
  - b. Your duties in the event of an "occurrence", offense, claim or "suit";
- apply irrespective of the application of the deductible amount.
4. The applicable limits of insurance (including aggregates) will not be reduced by the amount of any damages (or "limited covered pollution costs" if applicable) within the deductible amount.
5. The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:
- Any recoveries hereunder will be applied in the following order:
- a. Any interest (including the insured) that may have paid any amount with respect to liability in excess of the limit of our liability hereunder;
  - b. Us for the amount paid hereunder; and
  - c. All other interests (including the insured), with respect to the residue, if any.
- When we have elected to participate in the exercise of the insured's right of recovery, reasonable expenses resulting therefrom will be apportioned among all of the interests in the ratio of their respective recoveries.
6. We may pay any part or all of the deductible amount to effect payment of any claim or "suit" and you must promptly reimburse us from your own funds for such part of the deductible amount as we have paid, regardless of any contributions toward payment of any claim or "suit" made by other insurers or any other entity, and regardless of any deductibles owed or paid by you to other insurers for the same "occurrence" or offense.
- Only payments made by you will satisfy your obligation to reimburse us for payments we make within the deductible amount. Your obligation to reimburse us for such payments made by us is not satisfied by contributions made toward payment of any claim or "suit" by other insurers or any other entity.
7. If you fail to reimburse us for any amounts as required by this endorsement, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - DESIGNATED ACTIVITIES OR OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE OF DESIGNATED ACTIVITIES OR OPERATIONS**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Airport, including any airfield, runway, hangar terminal, or other property in connection with aviation activities | <input checked="" type="checkbox"/> Housing project or authority   |
| <input checked="" type="checkbox"/> Casino   | <input type="checkbox"/> Manufacturing of:   |
|  |  |
| <input type="checkbox"/> Construction consisting of:   | <input checked="" type="checkbox"/> Organized or sponsored racing or stunt-ing activity or event involving wheeled vehicles, including skateboards and roller skates |
| <input checked="" type="checkbox"/> Day care, day camp, nursery, or similar facility   | <input checked="" type="checkbox"/> Port, harbor or terminal district  |
| <input checked="" type="checkbox"/> Electric Distribution  | <input type="checkbox"/> Retail or office complex consisting of:   |
|  |  |
| <input checked="" type="checkbox"/> Electric Generation  | <input checked="" type="checkbox"/> Riding or care of saddle animals   |
| <input type="checkbox"/> Farming operations consisting of:   | <input checked="" type="checkbox"/> Rodeo arena  |
|  |  |
| <input checked="" type="checkbox"/> Fire district or department  | <input checked="" type="checkbox"/> School district or system  |
| <input checked="" type="checkbox"/> Fireworks displays or exhibitions  | <input checked="" type="checkbox"/> Stables for boarding animals   |
| <input checked="" type="checkbox"/> Gas Distribution   | <input checked="" type="checkbox"/> Transportation system  |
| <input checked="" type="checkbox"/> Gas Mining or Refining   | <input checked="" type="checkbox"/> Water park   |
| <input type="checkbox"/> Guide services consisting of:   | <input checked="" type="checkbox"/> Water utility  |
|  |  |
| <input checked="" type="checkbox"/> Halfway house, emergency shelter or other group home   | <input checked="" type="checkbox"/> Wind generation of power   |
| <input type="checkbox"/> Hospital, nursing home, medical clinic, rehabilitation facility, or other type of medical facility                            |  |
| <input type="checkbox"/>   |  |

## **PROVISIONS**

1. The following exclusion is added to Paragraph 2., Exclusions of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

### **Designated Activities Or Operations**

"Bodily injury" or "property damage" arising out of any designated activities or operations indicated with an  in the Schedule of Designated Activities or Operations, including "bodily injury" or "property damage" arising out of:

- (1) Ownership, maintenance or use of any premises in any such designated activities or operations;
- (2) Any supervision, instruction, recommendations or advice given or which should have been given in connection with any such designated activities or operations;
- (3) "Your products" manufactured or distributed in any such designated activities or operations; or
- (4) "Your work" performed anywhere related to any such designated activities or operations.

2. The following exclusion is added to Paragraph 2., Exclusions of SECTION I - COVERAGES - COVERAGE B PERSONAL INJURY AND ADVERTISING INJURY LIABILITY:

### **Designated Activities Or Operations**

"Personal injury" or "advertising injury" arising out of any designated activities or operations indicated with an X in the Schedule of Designated Activities or Operations, including "personal injury" or "advertising injury" arising out of:

- (1) Ownership, maintenance or use of any premises in any such designated activities or operations;
- (2) Any supervision, instruction, recommendations or advice given or which should have been given in connection with any such designated activities or operations;
- (3) "Your products" manufactured or distributed in any such designated activities or operations; or
- (4) "Your work" performed anywhere related to any such designated activities or operations.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **COVERAGE C - MEDICAL PAYMENTS EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **PROVISIONS**

Section I - Coverage C Medical Payments does not apply and none of the references to it in the Coverage Part or any endorsements attached thereto apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **STATUTORY CAP LIMITS OF INSURANCE ENDORSEMENT - MISSOURI**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE OF STATUTORY CAP LIMITS

Missouri Each Person Statutory Cap Limit	\$381,759
Missouri Each Occurrence Statutory Cap Limit	\$2,545,062

#### **PROVISIONS**

1. The following is added to Paragraph 4. of **SECTION III - LIMITS OF INSURANCE**:

However, we will not apply the Personal and Advertising Injury Limit to damages for "personal injury" or "advertising injury" that are subject to Missouri's statutory caps on damages for governmental tort liability. Instead, we will apply the Missouri Each Person Statutory Cap Limit or the Missouri Each Occurrence Statutory Cap Limit, whichever applies, shown in the Schedule of Statutory Cap Limits, to those damages.

2. The following is added to Paragraph 5. of **SECTION III - LIMITS OF INSURANCE**:

- a. Subject to the Each Occurrence Limit and the Missouri Each Occurrence Statutory Cap Limit, the Missouri Each Person Statutory Cap Limit, shown in the Schedule of Statutory Cap Limits, is the most we will pay for the sum of:

(1) Damages under Coverage A:

- (a) Because of all "bodily injury" and "property damage" sustained by any one person or organization arising out of a single accident or "occurrence"; and
- (b) That are subject to Missouri's statutory caps on damages for governmental tort liability in Missouri Revised Statutes Section 537.610 or any amendments to that section; and

(2) Damages under Coverage B:

- (a) Because of all "personal injury" and "advertising injury" sustained by any one person or organization and caused by one or more offenses that are determined to be a single accident or occurrence under Mis-

souri Revised Statutes Section 537.610 or any amendments to that section; and

- (b) That are subject to Missouri's statutory caps on damages for governmental tort liability in Missouri Revised Statutes Section 537.610 or any amendments to that section.

- b. Subject to the Each Occurrence Limit and the Missouri Each Person Statutory Cap Limit, the Missouri Each Occurrence Statutory Cap Limit, shown in the Schedule of Statutory Cap Limits, is the most we will pay for the sum of:

(1) Damages under Coverage A:

- (a) Because of all "bodily injury" and "property damage" arising out of a single accident or "occurrence"; and
- (b) That are subject to Missouri's statutory caps on damages for governmental tort liability in Missouri Revised Statutes Section 537.610 or any amendments to that section; and

(2) Damages under Coverage B:

- (a) Because of all "personal injury" and "advertising injury" caused by one or more offenses that are determined to be a single accident or occurrence under Missouri Revised Statutes Section 537.610 or any amendments to that section; and
- (b) That are subject to Missouri's statutory caps on damages for governmental tort liability in Missouri Revised Statutes Section 537.610 or any amendments to that section.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **EXCLUSION – EMPLOYEES AND VOLUNTEER WORKERS AS INSUREDS FOR CERTAIN BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **PROVISIONS**

1. The following replaces Paragraph 2.a.(1)(a) of **SECTION II – WHO IS AN INSURED:**

- (1) "Bodily injury" or "personal injury";
  - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to your elected or appointed officials, "executive officers", directors, or members of "your boards" (if you are a public entity), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

2. The following replaces Paragraph 2.a.(2) of **SECTION II – WHO IS AN INSURED:**

- (2) "Property damage" to property:

- (a) Owned, occupied or used by; or
    - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), any of your members (if you are a limited liability company), or any of your elected or appointed officials, "executive officers", directors, or members of "your boards" (if you are a public entity).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **AMENDMENT OF COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **PROVISIONS**

##### **A. AMENDMENT OF DEFINITION OF PERSONAL AND ADVERTISING INJURY**

The following replaces the definition of "personal and advertising injury" in the **DEFINITIONS** Section:

"Personal and advertising injury" means "personal injury" or "advertising injury".

##### **B. AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION - EXCEPTION FOR DAMAGES BECAUSE OF PERSONAL INJURY ASSUMED BY NAMED INSURED IN AN INSURED CONTRACT**

- 1 The following is added to Exclusion e., **Contractual Liability**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

This exclusion also does not apply to liability for damages because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

- (1) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
  - (2) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
- 2 The following replaces the third sentence of Paragraph 2. of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property

Damage Liability or Paragraph 2.e. of Section I - Coverage B - Personal and Advertising Injury Liability, such payments will not be deemed to be damages because of "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

- 3 The following replaces the first paragraph of Paragraph f. of the definition of "insured contract" in the **DEFINITIONS** Section:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

##### **C. AMENDMENT OF OTHER EXCLUSIONS**

- 1 The following replaces Exclusion b., **Material Published With Knowledge Of Falsity** in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

##### b. **Material Published With Knowledge Of Falsity**

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

- 2 The following replaces Exclusion c., **Material Published Prior To Policy Period**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

##### c. **Material Published Or Used Prior To Policy Period**

- (1) "Personal injury" or "advertising injury" arising out of oral

## COMMERCIAL GENERAL LIABILITY

- or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.
3. The following replaces Exclusion f., **Breach Of Contract** in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**
- f. **Breach Of Contract**
- "Advertising injury" arising out of a breach of contract.
4. The following replaces Exclusion g., **Quality Or Performance Of Goods - Failure To Conform To Statements** in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**
- g. **Quality Or Performance Of Goods - Failure To Conform To Statements**
- "Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
5. The following replaces Exclusion h., **Wrong Description Of Prices** in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**
- h. **Wrong Description Of Prices**
- "Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".
6. The following replaces Exclusion i., **Infringement Of Copyright, Patent, Trademark, Or Trade Secret** in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**
- i. **Intellectual Property**
- "Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:
- (1) Copyright;
  - (2) Patent;
  - (3) Trade dress;
  - (4) Trade name;
  - (5) Trademark;
  - (6) Trade secret; or
  - (7) Other intellectual property rights or laws.
- This exclusion does not apply to:
- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
  - (2) Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".
7. The following replaces Exclusion j., **Insureds In Media And Internet Type Businesses** in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**
- j. **Insureds In Media And Internet Type Businesses**
- "Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:
- (1) Advertising, "broadcasting" or publishing;
  - (2) Designing or determining content of web-sites for others; or
  - (3) An Internet search, access, content or service provider.
- This exclusion does not apply to Paragraphs a.(1) (2) and (3) of the definition of "personal injury".
- For the purposes of this exclusion:
- (1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or

- services will not be considered the business of publishing; and
- (2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.
8. The following replaces Paragraph (2) of Exclusion n., **Pollution-Related** in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**
- (2) Claim or suit by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

#### D. AMENDMENT OF WHO IS AN INSURED

The following replaces the introductory phrase of Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED:**

(1) "Bodily injury" or "personal injury":

#### E. AMENDMENT OF LIMITS OF INSURANCE

The following replaces Paragraph 4. of **SECTION III - LIMITS OF INSURANCE:**

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

#### F. ADDITIONAL DEFINITIONS

The following is added to the **DEFINITIONS** Section:

"Advertising injury":

a. Means injury, other than "personal injury", caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic

means, of material in your "advertisement" that:

- (a) Appropriates a person's name, voice, photograph or likeness;
  - (b) Unreasonably places a person in a false light; or
  - (c) Discloses information about a person's private life; or
- (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

"Broadcasting" means transmitting any audio or visual material for any purpose:

- a. By radio or television; or
- b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
  - (1) Radio or television programming being transmitted;
  - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
  - (3) Advertising transmitted with any of such programming.

"Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim

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is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

- (5) Oral or written publication, including publication by electronic means, of material that:
  - (a) Appropriates a person's name, voice, photograph or likeness;
  - (b) Unreasonably places a person in a false light; or
  - (c) Discloses information about a person's private life.
- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

"Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
  - (1) Any person or organization, other than you; or
  - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

"Title" means a name of a literary or artistic work.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - LAW ENFORCEMENT ACTIVITIES OR OPERATIONS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### PROVISIONS

1. The following exclusion is added to Paragraph 2., Exclusions of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

#### Law Enforcement Activities Or Operations

"Bodily injury" or "property damage arising out of law enforcement activities or operations".

If the Professional Health Care And Social Services Liability Coverage - Designated Professionals - Public Entities endorsement is included in this policy, this exclusion does not apply to bodily injury or property damage arising out of the providing or failing to provide described professional health care services or professional social services by any designated professional acting within the scope of his or her duties for you as such designated professional .

2. The following exclusion is added to Paragraph 2., Exclusions of SECTION I - COVERAGES - COVERAGE B PERSONAL INJURY AND ADVERTISING INJURY LIABILITY:

#### Law Enforcement Activities Or Operations

"Personal injury" or "advertising injury" arising out of "law enforcement activities or operations".

If the Professional Health Care And Social Services Liability Coverage - Designated Professionals - Public Entities endorsement is included in this policy, this exclusion does not apply to "personal injury" or "advertising injury" arising out of the providing or failing to provide "described professional health care services" or "professional social services" by any "designated professional" acting

within the scope of his or her duties for you as such "designated professional".

3. The following is added to the DEFINITIONS Section:

"Law enforcement activities or operations":

- a. Means any of the official activities or operations of your police department, sheriff agency or other public safety organization, other than a fire district or department, that enforces the law and protects persons or property; and
- b. Includes:
  - (1) Ownership, maintenance or use of a premises that you own, rent or borrow in order to conduct such activities or operations, other than a premises that is not normally used for the conduct of such activities or operations;
  - (2) Ownership or operation of any of your jails, penal institutions or similar facilities;
  - (3) Providing first aid at the time of an accident, crime or medical emergency;
  - (4) Providing school security; and
  - (5) "Moonlighting".

"Moonlighting" means any secondary employment, or extra-duty assignment, approved by your police department, sheriff agency or other public safety organization that enforces the law and protects persons or property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MOBILE EQUIPMENT REDEFINED - PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**PROVISIONS**

**1. The following replaces Paragraph (5) of Exclusion g, Aircraft, Auto Or Watercraft in Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not:
  - (i) Subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
  - (ii) Designated as a covered auto under your automobile liability insurance; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

**2. The following replaces the definition of "auto" in the DEFINITIONS Section:**

"Auto" means:

- a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment;
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is

licensed or principally garaged, or would have been subject to such compulsory or financial responsibility law or other motor vehicle insurance law if you were not a public entity; or

- c. Any other land vehicle not described in Paragraph a. or b. above that is designated as a covered auto under your automobile liability insurance.

However, "auto" does not include "mobile equipment".

**3. The following is added to the definition of "mobile equipment" in the DEFINITIONS Section:**

However, "mobile equipment" does not include any land vehicles that are:

- (i) Subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged, or would have been subject to such compulsory or financial responsibility law or other motor vehicle insurance law if you were not a public entity;

- (ii) Used solely on roads you own; or

- (iii) Designated as a covered auto under your automobile liability insurance.

Land vehicles described in Paragraphs (i), (ii) or (iii) above are considered "autos".

**4. Paragraph 3. of SECTION II - WHO IS AN INSURED is deleted.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **EXCLUSION - PROFESSIONAL HEALTH CARE SERVICES - PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **PROVISIONS**

1. The following exclusion is added to Paragraph 2., Exclusions of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

#### **Professional Health Care Services**

"Bodily injury" or "property damage" arising out of providing or failing to provide "professional health care services".

This exclusion does not apply to "bodily injury" or "property damage" arising out of providing or failing to provide "professional health care services" by any of your "employees" or "volunteer workers", other than a nurse or doctor, acting within the scope of his or her duties for you as an emergency medical dispatcher or 911 operator.

Unless you are in the business or occupation of providing "professional health care services", this exclusion does not apply to "bodily injury" arising out of providing or failing to provide "Good Samaritan services" by:

- (1) Any of your elected or appointed officials, "executive officers" or directors;
- (2) Any member of "your boards";
- (3) Any of your "employees" or "volunteer workers"; or
- (4) Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft to which Coverage A - Bodily Injury And Property Damage Liability applies;

other than a nurse or doctor.

If a Professional Health Care And Social Services Liability Coverage - Designated Professionals - Public Entities endorsement is included in this policy, this exclusion does not apply to "bodily injury" or "property damage" arising out of providing or failing to provide "described professional health care services" by any "designated professional" acting within the scope of his or her duties for you as such "designated professional".

2. The following exclusion is added to Paragraph 2., Exclusions of SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:

#### **Professional Health Care Services**

"Personal injury" or "advertising injury" arising out of providing or failing to provide "professional health care services".

This exclusion does not apply to "personal injury" arising out of providing or failing to provide "professional health care services" by any of your "employees" or "volunteer workers", other than a nurse or doctor, acting within the scope of his or her duties for you as an emergency medical dispatcher or 911 operator.

If a Professional Health Care And Social Services Liability Coverage - Designated Professionals - Public Entities endorsement is included in this policy, this exclusion does not apply to "personal injury" or "advertising injury" arising out of providing or failing to provide "described professional health care services" by any "designated professional" acting within the scope of his or her duties for you as such "designated professional".

3. The following is added to the **DEFINITIONS** Section:

"Professional health care services" includes:

- a. Any medical, surgical, dental, laboratory, x-ray or nursing services, treatment, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- c. The handling or treatment of corpses, including autopsies, organ donations and other postmortem procedures;
- d. Any health or therapeutic service, treatment, advice or instruction;
- e. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair re-

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- moval or replacement or personal grooming;
- f. Any psychiatric, psychological or emotional counseling service, treatment, advice or instruction; and
  - g. The service by any person as a member of a formal accreditation, standards review, peer review or equivalent professional board or committee or member of any professional organization or committee.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**EXCLUSION - PUBLIC USE OF PRIVATE PROPERTY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**PROVISIONS**

1. The following exclusion is added to Paragraph 2., Exclusions of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**
2. The following exclusion is added to Paragraph 2., Exclusions of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:**

**Public Use Of Private Property**

"Bodily injury" or "property damage" arising out of the taking or controlling of private property for public use or benefit, including the diminution in value of such property, by condemnation, inverse condemnation, adverse possession, dedication by adverse use or any other method or proceeding.

**Public Use Of Private Property**

"Personal injury" or "advertising injury" arising out of the taking or controlling of private property for public use or benefit, including the diminution in value of such property, by condemnation, inverse condemnation, adverse possession, dedication by adverse use or any other method or proceeding.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FUNGI OR BACTERIA EXCLUSION - WITH  
LIMITED EXCEPTION FOR BACTERIA IN SEWAGE BACK-UP**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**PROVISIONS**

1. The following exclusion is added to Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**Fungi Or Bacteria**

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

This exclusion also does not apply to any bacteria that are, or are in, sewage that has discharged, released or escaped into a building if the discharge, release or escape of that sewage is covered by an Amendment - Pollution Exclusion - Including Limited Pollution Costs Liability Coverage - Public Entities Or Indian Tribes endorsement included in this policy. A separate limit of insurance applies to such coverage as described in

that endorsement. This exception does not apply if the same claim or legal proceeding in which that discharge, release or escape of sewage is alleged also alleges any damages because of "bodily injury" or "property damage", or any loss, cost or expenses, involving "fungi" that is excluded by this exclusion.

2. The following exclusion is added to Paragraph 2. of **SECTION I - COVERAGES - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:**

**Fungi Or Bacteria**

- a. "Personal injury" or "advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

3. The following is added to the **DEFINITIONS** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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## PUBLIC ENTITIES XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Reasonable Force Property Damage - Exception To Expected Or Intended Injury Exclusion
- B. Non-Owned Watercraft Less Than 75 Feet
- C. Owned Watercraft Less Than 25 Feet
- D. Aircraft Chartered With Pilot
- E. Damage To Premises Rented To You
- F. Increased Supplementary Payments
- G. Who Is An Insured - Public Entities, Elected Or Appointed Officials, And Members Of Your Boards
- H. Who Is An Insured - Employees And Volunteer Workers
- I. Who Is An Insured - Newly Acquired Or Formed Organizations
- J. Blanket Additional Insured - Owners, Managers Or Lessors Of Premises
- K. Blanket Additional Insured - Lessors Of Leased Equipment
- L. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement
- M. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships, Joint Ventures Or Limited Liability Companies
- N. Good Samaritan Services Coverage - Amendment of Occurrence Definition and Each Occurrence Limit
- O. Contractual Liability - Railroads
- P. Knowledge And Notice Of Occurrence Or Offense
- Q. Unintentional Omission
- R. Blanket Waiver Of Subrogation

### PROVISIONS

#### A. REASONABLE FORCE PROPERTY DAMAGE - EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., Expected Or Intended Injury in Paragraph 2., of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

##### a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

#### B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft Paragraph 2. of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

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2. The following is added to Paragraph 2. of **SECTION II - WHO IS AN INSURED:**

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (1) Less than 75 feet long; and
- (2) Not being used to carry any person or property for a charge.

### C. OWNED WATERCRAFT LESS THAN 25 FEET

1. The following is added to Exclusion g. **Aircraft, Auto Or Watercraft** in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This exclusion does not apply to a watercraft you own that is:

- (a) Less than 25 feet long; and
- (b) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph 2. of **SECTION II - WHO IS AN INSURED:**

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you own that is:

- (1) Less than 25 feet long; and
- (2) Not being used to carry any person or property for a charge.

### D. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft** in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

### E. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j. **Damage To Property**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.

2. The following replaces the last paragraph of Paragraph 2., **Exclusions of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III - Limits Of Insurance.

3. The following replaces Paragraph 6. of **SECTION III - LIMITS OF INSURANCE:**

6. Subject to 5. above, the **Damage To Premises Rented To You Limit** is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The **Damage To Premises Rented To You Limit** will be:

- a. The amount shown for the **Damage To Premises Rented To You Limit** on the Declarations of this Coverage Part; or
- b. \$100,000 if no amount is shown for the **Damage To Premises Rented To You Limit** on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to

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you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**
  - (b) That is insurance for "premises damage"; or
7. Paragraph 4.b.(1)(c) of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

### F. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES:**
  - b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES:**
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

### G. WHO IS AN INSURED - PUBLIC ENTITIES, ELECTED OR APPOINTED OFFICIALS, AND MEMBERS OF YOUR BOARDS

1. The following is added to Paragraph 1. of **SECTION II - WHO IS AN INSURED:**

If you are designated in the Declarations as a public entity, you are an insured. Your lawfully elected or appointed officials, "executive officers" or directors are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers" or directors. Members of "your boards" are also insureds, but only with respect to their duties for you or "your boards". However, none of these officials, "executive officers", directors or members are insureds for:

- a. "Bodily injury" or "personal injury":
  - (1) To you or to an "employee"

while in the course of his or her employment or performing duties related to the conduct of your business or to your "volunteer workers" while performing duties related to the conduct of your business;

- (2) To the spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a.(1) above;
- (3) To any fellow elected or appointed official, "executive officer" or director, or fellow member of "your boards";
- (4) To the spouse, child, parent, brother or sister of that fellow official, "executive officer", director or member as a consequence of Paragraph a.(3) above; or
- (5) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs a.(1), (2)(3) or (4) above.

Unless you are in the business or occupation of providing "professional health care services", Paragraphs a.(1), (2), (3), (4) and (5) above do not apply to "bodily injury" arising out of providing or failing to provide "Good Samaritan services" by any of your elected or appointed officials, "executive officers" or directors, or any members of "your boards", other than an employed or volunteer nurse or doctor. Any such elected or appointed officials, "executive officers" or directors providing or failing to provide "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their duties for you. Any such members of "your boards" providing or failing to provide "Good Samaritan services" during their work hours for "your boards" will be deemed to be acting within the scope of their duties for you or "your boards".

- b. "Property damage" to property:
  - (1) Owned, occupied or used by;
  - (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

## COMMERCIAL GENERAL LIABILITY

you, any of your "employees" or that official, "executive officer", director or member.

Any of your lawfully elected or appointed officials, "executive officers", directors or members of "your boards" appointed at your request to serve with an outside tax exempt entity will be deemed to be acting within the scope of their duties for you.

2. The following replaces the first sentence of Paragraph 1.d. of **SECTION II - WHO IS AN INSURED:**

An organization other than a public entity, partnership, joint venture or limited liability company, you are an insured.

3. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

"Your boards":

- a. Means any board, commission, or other governmental unit or department that:
  - (1) Is under your jurisdiction; and
  - (2) Is funded and operated as part of your total operating budget.
- b. Does not include any "joint powers authority."

"Joint powers authority" means any organization formed by two or more public entities that have agreed in a contract or agreement to jointly exercise any power common to them.

## H. WHO IS AN INSURED - EMPLOYEES AND VOLUNTEER WORKERS

1. The following replaces the first sentence of Paragraph 2.a. of **SECTION II - WHO IS AN INSURED:**

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a public entity, partnership, joint venture, limited liability company or trust) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

2. The following is added to Paragraph 2.a. of **SECTION II - WHO IS AN INSURED:**

Any of your "employees" appointed at your request to serve with an outside tax exempt entity will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED:**

Unless you are in the business or occupation of providing "professional health care services", Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer nurse or doctor. Any such "employees" or "volunteer workers" providing or failing to provide "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

## I. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II - WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
    - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within

- 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- J. BLANKET ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES**
- The following is added to **SECTION II - WHO IS AN INSURED:**
- Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased or loaned to you.
- The insurance provided to such premises owner, manager or lessor does not apply to:
- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in or to borrow that premises; or
  - b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
- K. BLANKET ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT**
- The following is added to **SECTION II - WHO IS AN INSURED:**
- Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.
- The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- L. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**
- The following is added to **SECTION II - WHO IS AN INSURED:**
- Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:
- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or is "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and
  - b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.
- The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- M. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS, JOINT VENTURES OR LIMITED LIABILITY COMPANIES**
- The following replaces the last paragraph of **SECTION II - WHO IS AN INSURED:**
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II - Who Is An Insured.
- N. GOOD SAMARITAN SERVICES COVERAGE - AMENDMENT OF OCCURRENCE DEFINITION AND EACH OCCURRENCE LIMIT**
1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:
- Unless you are in the business or occupation of providing "professional health care services", "occurrence" also means an act or omission com-

## **COMMERCIAL GENERAL LIABILITY**

mitted in providing or failing to provide "Good Samaritan services" to a person by:

- a. Any of your elected or appointed officials, "executive officers" or directors;
  - b. Any member of "your boards";
  - c. Any of your "employees" or "volunteer workers"; or
  - d. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of watercraft to which Coverage A - Bodily Injury And Property Damage Liability applies;

other than an employed or volunteer nurse or doctor.

- 2. The following is added to Paragraph  
5. of SECTION III - LIMITS OF  
INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by:

- a. Any of your elected or appointed officials, "executive officers" or directors;
  - b. Any member of "your boards";
  - c. Any of your "employees" or "volunteer workers"; or
  - d. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of watercraft to which Coverage A - Bodily Injury And Property Damage Liability applies;

in providing or failing to provide "Good Samaritan services" to any one person will be deemed to be one "occurrence".

#### **D. CONTRACTUAL LIABILITY - RAILROADS**

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
    - c. Any easement or license agreement;
  2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR  
OFFENSE

The following is added to Paragraph 2,  
**Duties In The Event of Occurrence Offense**

**Claim or Suit of SECTION IV -  
COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section - Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your lawfully elected or appointed officials, "executive officers" or directors (if you are a public entity), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a public entity, partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A lawfully elected or appointed official, "executive officer" or director of any public entity;

(ii) A partner or member of any partnership or joint venture;

(iii) A manager of any limited liability company;

(iv) A trustee of any trust; or

(v) An executive officer or director of any other organization;

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

#### **Q. UNINTENTIONAL OMISSION**

The following is added to Paragraph 6., **Representations** of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

#### **R. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us** of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

POLICY NUMBER GP09315894

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT EMPLOYEE BENEFITS LIABILITY**

This endorsement modifies insurance provided under the following:

### **EMPLOYEE BENEFITS LIABILITY POLICY**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

#### **PROVISIONS**

This coverage part is amended as follows:

1. Under Section I - EMPLOYEE BENEFITS LIABILITY COVERAGE - Exclusion 2.c. is amended to read as follows:
  - c. Loss arising out of failure of performance of contract by any insurer;
2. Under Section II - WHO IS AN INSURED - item 1.b. is replaced by the following:
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insured, but only with respect to their duties as partners or members of a joint venture.

CG T5 30 06 89

TRAVELERS DOC NO. Camden County 00474



One Tower Square, Hartford, Connecticut 06183

**LAW ENFORCEMENT LIABILITY  
COVERAGE PART DECLARATIONS**

**POLICY NO.: GP09315894  
ISSUE DATE: 01/18/11**

**INSURING COMPANY:** THE TRAVELERS INDEMNITY CO. OF CONNECTICUT

**POLICY PERIOD** From 01/01/11 to 01/01/12 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Law Enforcement Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

**1. COVERAGE AND LIMITS OF INSURANCE:**

<b>LAW ENFORCEMENT LIABILITY COVERAGE FORM</b>	<b>LIMITS OF INSURANCE</b>
Aggregate Limit	\$2,545,062
Each Wrongful Act Limit	\$2,545,062

**2. DEDUCTIBLE:**

Each Wrongful Act Deductible \$5,000

**3. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.**

SEE IL T8 01



One Tower Square, Hartford, Connecticut 06183

**PUBLIC ENTITY MANAGEMENT LIABILITY  
COVERAGE PART DECLARATIONS**

**POLICY NO.: GP09315894  
ISSUE DATE: 01/18/11**

**THIS COVERAGE IS PROVIDED ON A CLAIMS-MADE BASIS**

**INSURING COMPANY:** THE TRAVELERS INDEMNITY CO. OF CONNECTICUT

**POLICY PERIOD** From 01/01/11 to 01/01/12 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Public Entity Management Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

**1. COVERAGE AND LIMITS OF INSURANCE:**

<b>PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE FORM</b>	<b>LIMITS OF INSURANCE</b>
Aggregate Limit	\$2,000,000
Each Wrongful Act Limit	\$2,000,000

**2. RETROACTIVE DATE:** 01/01/93

**3. DEDUCTIBLE:**

Each Wrongful Act Deductible \$5,000

**4. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.**

SEE IL T8 01



One Tower Square, Hartford, Connecticut 06183

PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES  
LIABILITY COVERAGE PART DECLARATIONS

POLICY NO.: GP09315894  
ISSUE DATE: 01/18/11

THIS COVERAGE IS PROVIDED ON A CLAIMS-MADE BASIS  
DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE

INSURING COMPANY: THE TRAVELERS INDEMNITY CO. OF CONNECTICUT

POLICY PERIOD From 01/01/11 to 01/01/12 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Public Entity Employment-Related Practices Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

1. COVERAGE AND LIMITS OF INSURANCE:

PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE FORM	LIMITS OF INSURANCE
Aggregate Limit	\$2,000,000
Each Wrongful Employment Practice Offense Limit	\$2,000,000

2. RETROACTIVE DATE: 01/01/93

3. DEDUCTIBLE:

Each Wrongful Employment Practice Offense Deductible \$10,000

4. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.

SEE IL T8 01

# LAW ENFORCEMENT LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Common Policy Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

The words "policy period" mean the Policy Period shown in the Declarations of this Coverage Part.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI - Definitions.

## SECTION I - LAW ENFORCEMENT LIABILITY COVERAGE

### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal injury" to which this insurance applies. We will have the right and duty to defend the insured against any claim or "suit" seeking those damages. However, we will have no duty to defend the insured against any claim or "suit" seeking damages because of "bodily injury", "property damage" or "personal injury" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" or claim and settle any claim or "suit". But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury", "property damage" and "personal injury" only if:
  - (1) The "bodily injury", "property damage" or "personal injury" is caused by a "wrongful act" committed by you or on your behalf while conducting "law enforcement activities or operations";
  - (2) The "wrongful act" is committed in the "coverage territory"; and
  - (3) The "bodily injury", "property damage" or "personal injury" occurs during the policy period.
- c. All "bodily injury", "property damage" or "personal injury" caused by the same "wrongful act" or "related wrongful acts" will be deemed to occur when the first part of such "bodily injury", "property damage" or "personal injury" occurs.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. Damages include the attorneys' fees of the person or organization making a claim or bringing a "suit" if such fees are awarded, or paid in a settlement, for "bodily injury", "property damage" or "personal injury" to which this insurance applies.

### 2. Exclusions

This insurance does not apply to:

#### a. Aircraft Or Auto

"Bodily injury", "property damage" or "personal injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or "auto" owned, operated or hired by, or rented or loaned to, any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "wrongful act" which caused the "bodily injury", "property damage" or "personal injury" involved the ownership, mainte-

nance, use or entrustment to others of any aircraft or "auto" owned, operated or hired by, or rented or loaned to, any insured.

This exclusion does not apply to:

- (1) Parking an "auto" on, or on the ways next to, premises you own or rent, provided that the "auto" is not owned by, or rented or loaned to, you or the insured;
  - (2) "Bodily injury", "property damage" or "personal injury" arising out of:
    - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not:
      - (i) Subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
      - (ii) Designated as a covered auto under your automobile liability insurance; or
    - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
  - (3) An aircraft chartered with a pilot to any insured. This exception does not apply if:
    - (a) The aircraft is owned by any insured; or
    - (b) Any insured is using the aircraft to carry any person or property for a charge.

**b. Asbestos**

"Bodily injury", "property damage" or "personal injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the injury or damage is caused or contributed to by the hazardous properties of asbestos. This includes:

- (1) Any supervision, instructions, recommendations, warnings or advice given or which should have been

given in connection with the  
above; and

- (2) Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

**c. Contractual Liability**

"Bodily injury", "property damage" or "personal injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to "bodily injury", "property damage" or "personal injury" for which the insured would have liability for damages without the contract or agreement.

**d. Criminal, Dishonest, Fraudulent Or Malicious Wrongful Acts**

"Bodily injury", "property damage" or "personal injury" arising out of any criminal, dishonest, fraudulent, or malicious "wrongful act" committed:

- (1) By the insured; or
  - (2) With the consent or knowledge of the insured.

This exclusion does not apply to our duty to defend that insured until it has been determined or admitted in a legal proceeding that such "wrongful act" was committed.

- (1) By that insured; or
  - (2) With the consent or knowledge of that insured.

This exclusion also does not apply to "personal injury" caused by malicious prosecution.

e. **Damage To Property**

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
  - (2) Property loaned to you; or
  - (3) Personal property in the care, custody or control of the insured.

Paragraph (3) of this exclusion does not apply to payments we make un-

der Paragraph 8. of Supplementary Payments.

**f. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) Whether the insured may have any obligation to share damages with or repay someone else who must pay damages because of the injury.

**g. Employment-Related Practices**

"Bodily injury" or "personal injury" to:

- (1) A person arising out of any:
  - (a) Refusal to hire that person;
  - (b) Termination of that person's employment, "temporary worker" status, "independent contractor" status, or "volunteer worker" status; or
  - (c) Other practice, policy, act or omission related to that person's employment, "temporary worker" status, "independent contractor" status or "volunteer worker" status, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal injury" described in Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be held liable as an employer or in any other capacity; and

- (2) Whether the insured may have any obligation to share damages with or repay someone else who must pay damages because of the injury.

**h. Injunctive Relief**

Any loss, cost or expense arising out of complying with any injunctive or other non-monetary relief or any agreement to provide such relief.

**i. Injury To Volunteer Workers**

"Bodily injury" or "personal injury" to any "volunteer worker" who is injured in the conduct of "law enforcement activities or operations" within the scope of his or her duties for you.

**j. Known Wrongful Acts**

"Bodily injury", "property damage" or "personal injury" arising out of any "wrongful act", including any part of "related wrongful acts", that any "described authorized person" knew about before the first date we or any of our affiliated insurance companies have continuously provided this or similar coverage to you.

A "described authorized person" will be deemed to know about a "wrongful act" at the earliest time when such "described authorized person":

- (1) Reports all, or any part, of the "wrongful act" to us or any provider of other insurance;
- (2) Receives a written or verbal demand or claim for damages because of the "wrongful act"; or
- (3) Becomes aware by any other means that all, or any part, of the "wrongful act" has been committed.

**k. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned, operated or hired by, or rented or loaned to, any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any pre-arranged racing, demolition, or stunting activity.

## **I. Nuclear Energy**

"Bodily injury", "property damage" or "personal injury" arising out of the "hazardous properties" of "nuclear material".

## **m. Pollution**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At, on, in or from any premises, site or location which is or was at any time owned, occupied or managed by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(iii) "Bodily injury" or "property damage" arising out of the use of mace, pepper spray or tear gas;

(b) At, on, in or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At, on, in or from any premises, site or location at, on or in which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing "law enforcement activities or operations" if the "pollutants" are brought on, in or to the premises, site or location in connection with such activities or operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on, in or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with "law enforcement activities or operations" being performed by you or on your behalf by a contractor or subcontractor;

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (iv) Bodily injury" or "property damage" arising out of the use of mace, pepper spray or tear gas; or
- (e) At, on, in or from any premises, site or location at, on or in which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing "law enforcement activities or operations" to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) "Personal injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants". However, this paragraph does not apply to the use of mace, pepper spray or tear gas; or
- (3) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or "suit" by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

#### **n. Professional Health Care Services**

"Bodily injury", "property damage" or "personal injury" arising out of the providing or failing to provide "professional health care services".

This exclusion does not apply to "bodily injury", "property damage" or "personal injury" arising out of:

- (1) The insured's providing or failing to provide first aid;
- (2) The handling or treatment of corpses by an insured who is not a coroner, medical examiner or pathologist; or
- (3) The furnishing or dispensing of drugs, or medical or dental supplies or appliances, by an insured who is not a medical doctor or nurse.

#### **o. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

#### **SUPPLEMENTARY PAYMENTS**

We will pay, with respect to any claim we are investigating, any claim or "suit" we settle or any claim or "suit" against an insured we are defending:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We will not be the principal under these bonds, and we do not have to furnish these bonds.
3. All reasonable expenses incurred at our request by the insured who is an individual to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings of up to \$500 a day by that individual because of time off from work.
4. All costs taxed against the insured in the "suit" for that part of the judgment we pay, except attorneys' fees of the person or organization bringing the "suit".
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any

reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

7. The cost of any required appeal bond for any judgment that we appeal, but only for bond amounts for that part of the judgment that is for damages to which this insurance applies and which are within the applicable limit of insurance. We will pay, or reimburse the insured for, the cost of a higher appeal bond amount if we are required to do so under the law that applies. We will not be the principal under any appeal bond, and we do not have to furnish any appeal bond.
8. Up to \$25,000 per policy period for physical damage to personal property that is in a person's possession at the time of his or her arrest and that is in the care, custody or control of an insured at the time of such damage. The Each Wrongful Act Deductible applies to this Supplementary Payment.

These payments will not reduce the limits of insurance.

Our duty to make such payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

## SECTION II - WHO IS AN INSURED

1. If you are designated in the Common Policy Declarations as a public entity, you are an insured. Your lawfully elected or appointed officials, "executive officers" or directors are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers" or directors.
2. Each of the following is also an insured:
  - a. Your "volunteer workers", but only while performing duties related to the conduct of your business, and your "employees", other than your lawfully elected or appointed officials, "executive officers" or directors, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for "bodily injury" or "personal injury":
    - (1) To you, to a co-"employee" while in the course of his or her employment or performing duties re-

lated to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (2) To the spouse, child, parent, brother or sister of that co-"employee" or other "volunteer worker" as a consequence of injury described in Paragraph (1) above; or
  - (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of injury described in Paragraph (1) or (2) above.
- b. Any legal representative of an insured that has died, or become mentally incompetent, insolvent or bankrupt, but only with respect to duties as such. That representative will have all the rights and duties of such insured under this Coverage Part.

## SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations of this Coverage Part and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".The limits of insurance will not be reduced by the payment of the applicable deductible amount.
2. The Aggregate Limit is the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and "personal injury".  
If no amount is shown for the Aggregate Limit in the Declarations of this Coverage Part, the Aggregate Limit will be the higher of the Each Wrongful Act Limit or \$100,000.
3. Subject to Paragraph 2. above, the Each Wrongful Act Limit is the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and "personal injury" caused by the same "wrongful act" or "related wrongful acts".

The limits of insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period

of less than 12 months, starting with the beginning of the policy period, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed to be part of the last preceding annual or remaining period for the purposes of determining the limits of insurance.

#### **SECTION IV - DEDUCTIBLE**

1. The Each Wrongful Act Deductible shown in the Declarations of this Coverage Part and the rules below fix the amount of damages and "defense expenses" incurred by, or on behalf of, you or any insured that you will be responsible for paying, regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".

The Each Wrongful Act Deductible does not apply to payments we make under Supplementary Payments, other than "defense expenses" and payments we make under Paragraph 8. of Supplementary Payments.

2. The Each Wrongful Act Deductible applies to all damages and "defense expenses" for all claims or "suits" for "bodily injury", "property damage" or "personal injury" caused by the same "wrongful act" or "related wrongful acts".
3. The applicable limits of insurance will not be reduced by the amount of any damages or "defense expenses" within the deductible amount.
4. The terms of this policy, including those with respect to:
  - a. Our right and duty with respect to the defense of claims or "suits"; and
  - b. Your duties in the event of a "wrongful act", claim or "suit";apply irrespective of the application of the deductible amount.
5. If we settle a claim or "suit" for damages, or pay a judgment for damages awarded in a "suit", that are subject to a deductible, we may pay any part or all of the deductible amount. You will promptly reimburse us for such part of the deductible amount as we have paid.
6. If we pay "defense expenses" that are subject to a deductible, you will promptly reimburse us for such part of the deductible amount as we have paid.

7. If you do not reimburse us for a deductible amount that applies to damages or "defense expenses", and we are awarded the deductible amount we sought, or any part of that amount, in any legal proceeding against you, you agree to pay us the amount of the award and the following:
  - a. "Our deductible recovery expenses"; and
  - b. Interest, from the date of our notice of payment to you, on the deductible amount awarded to us.

#### **SECTION V - LAW ENFORCEMENT LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties In The Event Of A Wrongful Act, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of a "wrongful act" which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "wrongful act" was committed;
  - (2) The names and addresses of any persons or organizations sustaining "bodily injury", "property damage" or "personal injury", and the names and addresses of any witnesses;
  - (3) The nature and location of any "bodily injury", "property damage" or "personal injury" caused by the "wrongful act"; and
  - (4) The names and addresses of each insured that committed the "wrongful act".
- b. If a claim or "suit" is made or brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable. You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "bodily injury", "property damage" or "personal injury" to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provision applies to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II - Who Is An Insured:  
Notice to us of such "wrongful act" must be given as soon as practicable only after the "wrongful act" is known by you or any "described authorized person".

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. As used in this provision, an agreed settlement means a settlement and release of liability signed by us, by the insured and by the claimant or the claimant's legal representative.

### 4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as described in Paragraphs a. and b. below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies;
- (iii) Any risk retention group;
- (iv) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of other insurance; or
- (v) Any similar risk transfer or risk management method.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### a. Primary Insurance

This insurance is primary. If any other insurance is also primary, we will share with all that other insurance by the method described in Paragraph b. below.

#### b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

## **5. Premium Computation**

We will compute all premiums for this Coverage Part in accordance with our rules and rates.

## **6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

## **7. Separation Of Insureds**

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured shown in the Common Policy Declarations, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

## **8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover from others all or part of any payment we have made under this Coverage Part in connection with a claim or "suit", those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or initiate an alternative dispute resolution proceeding to enforce those rights, or will transfer those rights to us and help us enforce them.

We will apply any amounts recovered in enforcing those rights of recovery in the following order:

- a. First, we will reimburse any person or organization (including us or the insured) any amount that person or organization has paid in excess of the limits of insurance.

b. Then, if there is any amount remaining, we will retain an amount equal to the amount we have paid under this Coverage Part in connection with the claim or "suit".

c. Finally, if there is any amount remaining, we will pay that amount to the insured, including any amounts within any applicable deductible or self-insured retention.

If any amounts are recovered in enforcing those rights of recovery, reasonable expenses incurred in enforcing such rights will be shared among all persons or organizations receiving amounts recovered. Each such person's or organization's share of those expenses is based on the ratio of its amount recovered to the total amounts recovered by all such persons or organizations in enforcing such rights.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of "bodily injury", "property damage" or "personal injury" caused by a "wrongful act" committed subsequent to the execution of the contract or agreement.

## **9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Common Policy Declarations written notice of the nonrenewal not less than 30 days before the end of the policy period.

If such notice is mailed, proof of mailing will be sufficient proof of such notice.

## **SECTION VI - DEFINITIONS**

### **1. "Auto" means:**

- a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment;
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged, or would have been subject to such compulsory or financial responsibility law or other motor vehicle insurance law if you were not a public entity; or

- c. Any other land vehicle not described in Paragraph a. or b. above that is designated as a covered auto under your automobile liability insurance.
2. "Bodily injury" means any harm, including sickness or disease, to the health of other persons, including mental anguish, injury or illness, or emotional distress.
3. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. All other countries or jurisdictions in the world, except the "prohibited area", if the "bodily injury", "property damage" or "personal injury" arises out of:
    - (1) The "law enforcement activities or operations" of a person whose home is in the territory described in Paragraph a. above but is away for a short time on your business; or
    - (2) Any "wrongful act" committed through the Internet or other electronic means of communication; or
  - c. International waters or airspace, unless the "wrongful act" is committed in the course of travel or transportation to, from or within the "prohibited area";
- provided that the insured's responsibility to pay damages is determined in a "suit" on the merits brought in the territory described in Paragraph a. above or in a settlement we agree to.
4. "Defense expenses":
- a. Means any of the following fees, costs or expenses which can be directly allocated to a particular claim or "suit":
    - (1) Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives; or
    - (2) Court, alternative dispute resolution and other specific items of expense, whether incurred by an outside vendor or by one of our employees, including:
      - (a) Medical examinations of a claimant to determine the extent of our liability, degree of permanency, or length of disability;
- (b) Expert medical or other testimony;
- (c) Autopsy;
- (d) Witnesses and summonses;
- (e) Copies of documents such as birth and death certificates and medical treatment records;
- (f) Arbitration fees;
- (g) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit"; and
- (h) Fees or costs for loss prevention and engineering personnel, and fees or costs for rehabilitation nurses or other nurses, for services which are conducted as part of handling of a claim or "suit".
- b. Does not include:
- (1) Our expenses, including salaries, overhead and traveling expenses of our employees, except for those fees, costs or expenses described in Paragraphs a.(1) and a.(2) above incurred while handling a claim or "suit"; or
  - (2) Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered claims.
5. "Described authorized person" means:
- a. Any of your elected or appointed officials, "executive officers" or directors; or
  - b. Your risk manager, or any leader of your legal, finance, risk management or other department that is responsible for insurance matters.
6. "Electric personal assistive mobility devices" means any self-balancing device designed to transport only one person with a maximum speed of 30 miles per hour.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker" or a prisoner employed by any insured.
8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
9. "Hazardous properties" includes radioactive, toxic or explosive properties.
10. "Hostile fire" means a fire that becomes uncontrollable or breaks out from where it was intended to be.
11. "Independent contractor" means any person who is not the insured's "employee", "temporary worker" or "volunteer worker", but who performs duties related to the conduct of the insured's business because of a contract or agreement between the insured and that person for specified services.
12. "Law enforcement activities or operations":
  - a. Means any of the official activities or operations of your police department, sheriff agency or other public safety organization, other than a fire district or department, that enforces the law and protects persons or property; and
  - b. Includes:
    - (1) Ownership, maintenance or use of a premises that you own, rent or borrow in order to conduct such activities or operations;
    - (2) Ownership or operation of any of your jails, penal institutions or similar facilities;
    - (3) Providing first aid at the time of an accident, crime or medical emergency;
    - (4) Providing school security; and
    - (5) "Moonlighting".
13. "Leased worker" means a person hired from a labor leasing firm under an agreement between the hirer and that firm to perform duties related to the conduct of the hirer's business. However, "leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
  - a. After it is moved from the place where it is accepted for movement into or onto an aircraft or "auto";
  - b. While it is in or on an aircraft or "auto"; or
  - c. While it is being moved from an aircraft or "auto" to the place where it is finally delivered.

"Loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft or "auto".
15. "Moonlighting" means any secondary employment, or extra-duty assignment, approved by your police department, sheriff agency or other public safety organization that enforces the law and protects persons or property.
16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  - a. Bulldozers, farm machinery, forklifts, "electric personal assistive mobility devices" and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers; or
- f. Vehicles not described in Paragraph a., b., c. or d. above that are maintained primarily for purposes other than the transportation of any person or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are:

- (i) Subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged, or would have been subject to such compulsory or financial responsibility law or other motor vehicle insurance law if you were not a public entity;
- (ii) Used solely on roads you own; or
- (iii) Designated as a covered auto under your automobile liability insurance.

Land vehicles described in Paragraph (i), (ii) or (iii) above are considered "autos".

17. "Nuclear material" means any of the following materials defined in the Federal Atomic Energy Act or any of its amendments:

- a. Source material;
- b. Special nuclear material; or
- c. By-product material.

18. "Our deductible recovery expenses" means all fees, costs and expenses incurred by us and our attorneys to recover a deductible amount in a legal proceeding brought by us against you. But if the deductible amount awarded to us is less than the full amount of the deductible payment we sought, "our deductible recovery expenses" will be a proportional amount based on the ratio of the deductible amount awarded to the full amount of the deductible payment we sought.

19. "Personal injury" means injury, other than "bodily injury", caused by one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- d. Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
- e. Oral or written publication, including publication by electronic means, of material that:
  - (1) Appropriates a person's name, voice, photograph or likeness;
  - (2) Unreasonably places a person in a false light; or
  - (3) Discloses information about a person's private life;
- f. False or improper service of process; or

- g.** Violation of civil rights protected under any federal, state or local law.

**20.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**21.** "Professional health care services" includes:

  - a. Any medical, surgical, dental, laboratory, x-ray or nursing services, treatment, advice or instruction, or the related furnishing of food or beverages;
  - b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
  - c. The handling or treatment of corpses, including autopsies, organ donations and other postmortem procedures;
  - d. Any health or therapeutic service, treatment, advice or instruction;
  - e. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
  - f. Any psychiatric, psychological or emotional counseling service, treatment, advice or instruction; or
  - g. The service by any person as a member of a formal accreditation, standards review, peer review or equivalent professional board or committee or member of any professional organization or committee.

**22.** "Prohibited area" means any country or jurisdiction while any trade sanction, embargo or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction.

**23.** "Property damage" means:

  - a. Physical damage to tangible property of others, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical damage that caused it; or
  - b. Loss of use of tangible property of others that is not physically damaged. All such loss of use will be deemed to occur at the time of the "wrongful act" that caused it.

For the purposes of this insurance, data, including information, facts or programs in any electronic or other format, is not tangible property.

**24.** "Related wrongful acts" means two or more "wrongful acts" that have as a common connection, tie or link any fact, circumstance, situation, event, transaction, cause, or series of related facts, circumstances, situations, events, transactions or causes.

**25.** "Suit" means a civil proceeding that seeks damages. "Suit" includes:

  - a. An arbitration proceeding that seeks damages and to which the insured must submit or submits with our consent; and
  - b. Any other alternative dispute resolution proceeding that seeks damages and to which the insured submits with our consent.

**26.** "Temporary worker" means a person who is hired to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**27.** "Volunteer worker" means a person, other than a prisoner, who:

  - a. Is not acting within the scope of his or her employment as an "employee" or "temporary worker";
  - b. Donates his or her work; and
  - c. Is not paid a fee, salary or other compensation for that work.

**28.** "Wrongful act" means any act, error or omission.

# PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE FORM

**THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE.  
PLEASE READ THE ENTIRE FORM CAREFULLY.**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Common Policy Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

The words "policy period" mean the Policy Period shown in the Declarations of this Coverage Part.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VII - Definitions.

## SECTION I - PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE

### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of loss to which this insurance applies. We will have the right and duty to defend the insured against any claim or "suit" seeking those damages. However, we will have no duty to defend the insured against any claim or "suit" seeking damages because of loss to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" or claim and settle any claim or "suit". But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

We will have no other obligation or liability to pay sums or perform acts

or services unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to loss only if:
  - (1) The loss is caused by a "wrongful act" committed while conducting duties by or on behalf of you or "your boards";
  - (2) The "wrongful act" is committed in the "coverage territory";
  - (3) The "wrongful act" was not committed before the Retroactive Date shown in the Declarations of this Coverage Part or after the end of the policy period; and
  - (4) A claim or "suit" by a person or organization that seeks damages because of the loss is first made or brought against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under Section VI - Extended Reporting Periods.
- c. A claim or "suit" by a person or organization that seeks damages will be deemed to have been first made or brought against any insured at the earlier of the following times:
  - (1) When we or any "described authorized person" first receives written notice of such claim or "suit", whichever is first; or
  - (2) When we first receive written notice from any insured of a specific "wrongful act" that caused the loss which resulted in such claim or "suit".

All claims or "suits" that seek damages because of loss caused by the same "wrongful act" or "related wrongful acts" will be deemed to have been first made or brought against any insured at the time the first of those claims or "suits" is first made or brought against any insured.
- d. A claim or "suit" by a person or organization that seeks damages will

## PUBLIC ENTITY MANAGEMENT LIABILITY

be deemed to have been first made or brought at the time we receive written notice from any insured of a specific "wrongful act" only if that notice contains all of the following information:

- (1) How, when and where the "wrongful act" was committed;
- (2) The names and addresses of any persons or organizations sustaining loss, and the names and addresses of any witnesses;
- (3) The nature and location of any loss caused by the "wrongful act"; and
- (4) The names and addresses of each insured that committed the "wrongful act".

Notice to us that:

- (1) All or part of one or more of any insured's acts or omissions may in the future be discovered to be a "wrongful act"; or
- (2) Any insured may in the future receive written notice of a "wrongful act", claim or "suit";

is not notice of a specific "wrongful act".

- e. If no Retroactive Date is shown in the Declarations of this Coverage Part, the Retroactive Date will be deemed to be the first day of the policy period.
- f. Each "wrongful act" in a series of "related wrongful acts" will be deemed to have been committed on the date the first "wrongful act" in that series is committed.

### 2. Exclusions

This insurance does not apply to:

#### a. Boards, Commissions, Or Governmental Units Or Departments

Loss arising out of any activities or operations of the following boards, commissions, or governmental units or departments:

- (1) Airports;
- (2) Electric or gas utilities;
- (3) Health care facilities, including clinics, hospitals, nursing homes, rehabilitation facilities or blood banks;
- (4) Housing authorities;
- (5) Port authorities;

- (6) Schools or school districts; or
- (7) Transit authorities.

#### b. Breach Of Contract

Loss arising out of a breach of contract.

This exclusion does not apply to loss arising out of the breach of a mutual aid agreement.

#### c. Claims Or Suits By Insureds Against Insureds

Loss for which a claim is made or "suit" is brought by or on behalf of any current or former insured against any current or former insured.

#### d. Complaint Or Enforcement Action

Loss arising out of any complaint, enforcement action, claim or "suit" brought by or on behalf of any federal, state or local governmental regulatory or enforcement agency against any insured.

#### e. Contractual Liability

Loss for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to loss for which the insured would have liability for damages without the contract or agreement.

#### f. Criminal, Dishonest, Fraudulent, Or Malicious Wrongful Acts Or Knowing Violations Of Rights Or Laws

Loss arising out of any criminal, dishonest, fraudulent, or malicious "wrongful act", or any knowing violation of rights or laws, committed:

- (1) By the insured; or
- (2) With the consent or knowledge of the insured.

This exclusion does not apply to our duty to defend that insured until it has been determined or admitted in a legal proceeding that such "wrongful act" or knowing violation was committed:

- (1) By that insured; or
- (2) With the consent or knowledge of that insured.

#### g. Debt Financing

Loss arising out of any type of debt financing issued by you or on your behalf, including bonds, debentures, guarantees of debt or notes.

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#### **h. Employee Benefit Plans**

Loss arising out of the administration of, the conduct of any fiduciary duty for, or the performance of or failure to perform any act or obligation related to any actual or proposed:

- (1) Benefit plan or trust;
  - (2) Stock option, stock subscription or stock ownership plan; or
  - (3) Compensation plan;

operated by you or on your behalf for the benefit of any current, former or prospective "employee" or "independent contractor".

## **i. Employment-Related Practices**

#### **"Employment loss" to:**

- (1) A person arising out of a "wrongful employment practice offense"; or
  - (2) The spouse, child, parent, brother or sister of that person as a consequence of loss described in Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be held liable as an employer or in any other capacity; and
  - (2) Whether the insured may have any obligation to share damages with or repay someone else who must pay damages because of the loss.

## i. Injunctive Relief

Any loss, cost or expense arising out of complying with any injunctive or other non-monetary relief or any agreement to provide such relief.

**k. Injury Or Damage**

"Bodily injury", "property damage", "personal injury" or "advertising injury".

#### **I. Insurance**

Loss arising out of the failure to obtain or maintain any type or amount of insurance, including any type of bond, self-insurance method or program, or any similar risk transfer or risk management method.

#### **m. Intellectual Property**

Loss arising out of any actual or alleged infringement or violation of any of the following rights or laws:

- (1) Copyright;
  - (2) Patent;
  - (3) Trade dress;
  - (4) Trade name;
  - (5) Trade secret;
  - (6) Trademark; or
  - (7) Other intellectual property rights or laws.

#### **D. Investments**

Loss arising out of the purchase, sale, issuance or distribution of, or offer to purchase or sell, any debt or equity securities or other investments.

**o. Known Wrongful Acts**

Loss arising out of any "wrongful act", including any part of "related wrongful acts", that any "described authorized person" knew about before the first date we or any of our affiliated insurance companies have continuously provided this or similar coverage to you.

A "described authorized person" will be deemed to know about a "wrongful act" at the earliest time when such "described authorized person".

- (1) Reports all, or any part, of the "wrongful act" to us or any provider of other insurance;
  - (2) Receives a written or verbal demand or claim for damages because of the "wrongful act"; or
  - (3) Becomes aware by any other means that all, or any part, of the "wrongful act" has been committed.

**p. Law Enforcement Activities Or Operations**

Loss arising out of "law enforcement activities or operations".

This exclusion does not apply to harm to any of your current or former "independent contractors" in connection with their "independent contractor" status.

**g. Multiplied Damages**

The portion of any multiplied damage award that exceeds the amount multiplied.

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### r. Network And Information Security Liability

Loss arising out of a "network and information security wrongful act".

### s. Nuclear Energy

Loss arising out of the "hazardous properties" of "nuclear material".

### t. Pollution

Loss arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

### u. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or "suit" by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

### v. Professional Health Care Services

Loss arising out of providing or failing to provide "professional health care services".

### w. Sexual Harassment

Loss arising out of any:

- (1) Unwelcome sexual advance;
- (2) Request for any sexual favor; or
- (3) Other verbal, visual or physical conduct of a sexual nature.

### x. Strikes, Riots, Demonstrations Or Civil Commotions

Loss arising out of any strike, riot, protest, demonstration, lock-out or civil commotion.

### y. Taking Of Private Property For Public Use Or Benefit

Loss arising out of the taking or controlling of private property for public use or benefit, including the diminution in value of such property, by condemnation, inverse condemnation, adverse possession, dedication by

adverse use or any other method or proceeding.

### z. Taxes

Loss arising out of the improper administration or collection of taxes, or loss that reflects any tax obligation.

#### aa. Unlawful Personal Gains

Loss arising out of any insured's personal profit, advantage or compensation to which that insured is not legally entitled.

#### bb. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

## SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we are investigating, any claim or "suit" we settle or any claim or "suit" against an insured we are defending:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We will not be the principal under these bonds, and we do not have to furnish these bonds.
3. All reasonable expenses incurred at our request by the insured who is an individual to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings of up to \$500 a day by that individual because of time off from work.
4. All costs taxed against the insured in the "suit", but only for that part of the judgment we pay.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

7. The cost of any required appeal bond for any judgment that we appeal, but only for bond amounts for that part of the judgment that is for damages to which this insurance applies and which are within the applicable limit of insurance. We will pay, or reimburse the insured for, the cost of a higher appeal bond amount if we are required to do so under the law that applies. We will not be the principal under any appeal bond, and we do not have to furnish any appeal bond.

These payments will not reduce the limits of insurance.

Our duty to make such payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

## SECTION II - WHO IS AN INSURED

1. If you are designated in the Common Policy Declarations as a public entity, you are an insured. "Your boards" are also insureds. Your lawfully elected or appointed officials, "executive officers" or directors are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers" or directors.
2. Each of the following is also an insured:
  - a. Your "volunteer workers", but only while performing duties related to the conduct of your business, and your "employees", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
  - b. Members of "your boards", but only for the conduct of their duties for you or for "your boards". "Employees" of "your boards" are also insureds, but only for work done within the scope of their employment by "your boards", or their performance of duties related to the conduct of the operations of "your boards".
  - c. Any legal representative of an insured that has died, or become mentally incompetent, insolvent or bankrupt, but only with respect to duties as such. That representative will have all the rights and duties of such insured under this Coverage Part.
3. Any of your lawfully elected or appointed officials, "executive officers", directors or "employees", or any members of "your boards", appointed at your request to serve with an outside tax ex-

## PUBLIC ENTITY MANAGEMENT LIABILITY

empt entity will be deemed to be acting within the scope of their duties for you.

## SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations of this Coverage Part and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".

The limits of insurance will not be reduced by the payment of the applicable deductible amount.

2. The Aggregate Limit is the most we will pay for the sum of all damages for the combined total of all claims or "suits" for loss.  
If no amount is shown for the Aggregate Limit in the Declarations of this Coverage Part, the Aggregate Limit will be the higher of the Each Wrongful Act Limit or \$100,000.
3. Subject to Paragraph 2. above, the Each Wrongful Act Limit is the most we will pay for the sum of all damages for all claims or "suits" for loss caused by the same "wrongful act" or "related wrongful acts".

The limits of insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed to be part of the last preceding annual or remaining period for the purposes of determining the limits of insurance.

## SECTION IV - DEDUCTIBLE

1. The Each Wrongful Act Deductible shown in the Declarations of this Coverage Part and the rules below fix the amount of damages and "defense expenses" incurred by, or on behalf of, you or any insured that you will be responsible for paying, regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".

The Each Wrongful Act Deductible does not apply to payments we make under

## PUBLIC ENTITY MANAGEMENT LIABILITY

- Supplementary Payments, other than "defense expenses".
2. The Each Wrongful Act Deductible applies to all damages and "defense expenses" for all claims or "suits" for loss caused by the same "wrongful act" or "related wrongful acts".
  3. The applicable limits of insurance will not be reduced by the amount of any damages or "defense expenses" within the deductible amount.
  4. The terms of this policy, including those with respect to:
    - a. Our right and duty with respect to the defense of claims or "suits"; and
    - b. Your duties in the event of a "wrongful act", claim or "suit";apply irrespective of the application of the deductible amount.
  5. If we settle a claim or "suit" for damages, or pay a judgment for damages awarded in a "suit", that are subject to a deductible, we may pay any part or all of the deductible amount. You will promptly reimburse us for such part of the deductible amount as we have paid.
  6. If we pay "defense expenses" that are subject to a deductible, you will promptly reimburse us for such part of the deductible amount as we have paid.
  7. If you do not reimburse us for a deductible amount that applies to damages or "defense expenses", and we are awarded the deductible amount we sought, or any part of that amount, in any legal proceeding against you, you agree to pay us the amount of the award and the following:
    - a. "Our deductible recovery expenses"; and
    - b. Interest, from the date of our notice of payment to you, on the deductible amount awarded to us.

## SECTION V - PUBLIC ENTITY MANAGEMENT LIABILITY CONDITIONS

### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### 2. Duties In The Event Of A Wrongful Act, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of a "wrongful act" which may result in a

claim. To the extent possible, notice should include:

- (1) How, when and where the "wrongful act" was committed;
  - (2) The names and addresses of any persons or organizations sustaining loss, and the names and addresses of any witnesses;
  - (3) The nature and location of any loss caused by the "wrongful act"; and
  - (4) The names and addresses of each insured that committed the "wrongful act".
- b. If a claim or "suit" is made or brought against any insured, you must:
- (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable. You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the claim or "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of loss to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
- e. The following provision applies to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II - Who Is An Insured: Notice to us of such "wrongful act" must be given as soon as practicable only after the "wrongful act" is

## PUBLIC ENTITY MANAGEMENT LIABILITY

known by you or any "described authorized person".

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. As used in this provision, an agreed settlement means a settlement and release of liability signed by us, by the insured and by the claimant or the claimant's legal representative.

### 4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies;
- (iii) Any risk retention group;
- (iv) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of other insurance; or
- (v) Any similar risk transfer or risk management method.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If any other insurance is also primary,

we will share with all that other insurance by the method described in Paragraph **c.** below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to "your boards", members of "your boards" or "employees" of "your boards".

When this insurance is excess, we will have no duty to defend the insured against any claim or "suit" if any provider of other insurance has a duty to defend the insured against that claim or "suit". If no provider of other insurance defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of other insurance.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all such other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision.

#### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

### 5. Premium Computation

We will compute all premiums for this Coverage Part in accordance with our rules and rates.

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## 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
  - b. Those statements are based upon representations you made to us; and
  - c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

## **7. Separation Of Insureds**

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured shown in the Common Policy Declarations, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
  - b. Separately to each insured against whom claim is made or "suit" is brought.

## **8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover from others all or part of any payment we have made under this Coverage Part in connection with a claim or "suit", those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or initiate an alternative dispute resolution proceeding to enforce those rights, or will transfer those rights to us and help us enforce them.

We will apply any amounts recovered in enforcing those rights of recovery in the following order:

- a. First, we will reimburse any person or organization (including us or the insured) any amount that person or organization has paid in excess of the limits of insurance.
  - b. Then, if there is any amount remaining, we will retain an amount equal to the amount we have paid under this Coverage Part in connection with the claim or "suit".

- c. Finally, if there is any amount remaining, we will pay that amount to the insured, including any amounts within any applicable deductible or self-insured retention.

If any amounts are recovered in enforcing those rights of recovery, reasonable expenses incurred in enforcing such rights will be shared among all persons or organizations receiving amounts recovered. Each such person's or organization's share of those expenses is based on the ratio of its amount recovered to the total amounts recovered by all such persons or organizations in enforcing such rights.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of loss caused by a "wrongful act" committed subsequent to the execution of the contract or agreement.

### **9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Common Policy Declarations written notice of the nonrenewal not less than 30 days before the end of the policy period.

If such notice is mailed, proof of mailing will be sufficient proof of such notice.

## **SECTION VI - EXTENDED REPORTING PERIODS**

1. We will provide one or more Extended Reporting Periods, as described below, if this Coverage Part is canceled or not renewed, or replaced or renewed by us with insurance that applies on other than a claims-made basis.
  2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims or "suits" for loss caused by a "wrongful act" committed before the end of the policy period and after the Retroactive Date.  
Once in effect, Extended Reporting Periods may not be canceled.
  3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 90 days.

The Basic Extended Reporting Period does not apply to claims or "suits" that are covered under any future insurance

you purchase, or that would be covered under such insurance but for the exhaustion of its applicable limit of insurance.

4. The Basic Extended Reporting Period does not reinstate or increase the limits of insurance.
5. A Supplemental Extended Reporting Period of 12 months is available, but only by an endorsement and for an extra charge. This supplemental period replaces the Basic Extended Reporting Period.

The Supplemental Extended Reporting Period will not go into effect unless we receive all of the following within 90 days after the end of the policy period and you have fulfilled all other duties, and complied with all other conditions and requirements, under this policy:

- a. A written request from you to purchase the Supplemental Extended Reporting Period Endorsement;
- b. Full payment of the earned premium for this policy;
- c. Payment of the additional premium for the Supplemental Extended Reporting Period Endorsement; and
- d. Repayment of any deductible you owe us under this policy.

We will determine the additional premium for that endorsement in accordance with our rules and rates. The additional premium will not exceed 75% of the annual premium for this Coverage Part.

This endorsement will set forth the terms, not inconsistent with this Section VI - Extended Reporting Periods, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims or "suits" first made or brought against any insured during such period is excess over any valid and collectible other insurance available under insurance in force after the Supplemental Extended Reporting Period starts.

6. The Supplemental Extended Reporting Period does not reinstate or increase the limits of insurance.

## SECTION VII - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers

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or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Advertising injury" means injury, other than "personal injury", caused by one or more of the following offenses:
    - a. Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
    - b. Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
      - (1) Appropriates a person's name, voice, photograph or likeness;
      - (2) Unreasonably places a person in a false light; or
      - (3) Discloses information about a person's private life; or
    - c. Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
  3. "Authorized user" includes your customer, supplier or supporter.
  4. "Bodily injury" means:
    - a. Physical harm, including sickness or disease, sustained by a person; or
    - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
  5. "Computer virus" means malicious code that is introduced through your web-site or "your computer or communications network". Once introduced, such code may destroy, alter, contaminate or de-

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grade the integrity, quality or performance of data of any computer application software, computer network, or computer operating system or related network.

### 6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. All other countries or jurisdictions in the world except the "prohibited area"; or
- c. International waters or airspace, unless the "wrongful act" is committed in the course of travel or transportation to, from or within the "prohibited area";

provided that the insured's responsibility to pay damages is determined in a "suit" on the merits brought in the territory described in Paragraph a. above or in a settlement we agree to.

### 7. "Defense expenses":

- a. Means any of the following fees, costs or expenses which can be directly allocated to a particular claim or "suit":
  - (1) Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives; or
  - (2) Court, alternative dispute resolution and other specific items of expense, whether incurred by an outside vendor or by one of our employees, including:
    - (a) Expert testimony;
    - (b) Autopsy;
    - (c) Witnesses and summonses;
    - (d) Copies of documents such as birth and death certificates and medical treatment records;
    - (e) Arbitration fees;
    - (f) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit"; and
    - (g) Fees or costs for loss prevention and engineering personnel for services which are conducted as part of handling of a claim or "suit".

### b. Does not include:

- (1) Our expenses, including salaries, overhead and traveling expenses of our employees, except for those fees, costs or expenses described in Paragraphs a.(1) and a.(2) above incurred while handling a claim or "suit"; or
- (2) Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause or extent of, or responsibility for, the loss, including evaluation and settlement of covered claims.

### 8. "Described authorized person" means:

- a. Any of your elected or appointed officials, "executive officers" or directors;
- b. Any member of "your boards"; or
- c. Your risk manager, or any leader of your legal, finance, risk management or other department that is responsible for insurance matters.

### 9. "Discrimination" means any violation of a person's rights with respect to:

- a. That person's race, color, national origin, religion, gender, marital status, age, sexual orientation, or physical or mental disability;
- b. Any other class or characteristic afforded rights under any federal, state, or local law, rule, or regulation.

### 10. "Employee" includes a "leased worker". "Employee" does not include a prisoner employed by any insured.

### 11. "Employment loss" means:

- a. Employment-related harm to any of your current, former or prospective "employees";
- b. Harm to any of your current, former or prospective "volunteer workers" in connection with their "volunteer worker" status; or
- c. Harm to any of your current or former "independent contractors" in connection with their "independent contractor" status.

### 12. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-

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- laws or any other similar governing document.
13. "Harassment" means any unwelcome sexual advance, request for any sexual favor, or other verbal, visual or physical conduct of a sexual or non-sexual nature, when such conduct:
- Is connected to a decision affecting a person's job performance for you or a person's performance of duties related to the conduct of your business;
  - Interferes with a person's job performance for you or a person's performance of duties related to the conduct of your business; or
  - Creates an intimidating, hostile, or offensive working environment affecting a person's job performance for you or a person's performance of duties related to the conduct of your business.
14. "Hazardous properties" includes radioactive, toxic or explosive properties.
15. "Independent contractor" means any person who is not the insured's "employee" or "volunteer worker", but who performs duties related to the conduct of the insured's business because of a contract or agreement between the insured and that person for specified services.
16. "Joint powers authority" means any organization formed by two or more public entities that have agreed in a contract or agreement to jointly exercise any power common to them.
17. "Law enforcement activities or operations":
- Means any of the official activities or operations of your police department, sheriff agency or other public safety organization, other than a fire district or department, that enforces the law and protects persons or property; and
  - Includes:
    - Ownership, maintenance or use of a premises that you own, rent or borrow in order to conduct such activities or operations;
    - Ownership or operation of any of your jails, penal institutions or similar facilities;
    - Providing first aid at the time of an accident, crime or medical emergency;
18. "Leased worker" means a person hired from a labor leasing firm under an agreement between the hirer and that firm to perform duties related to the conduct of the hirer's business.
19. "Moonlighting" means any secondary employment, or extra-duty assignment, approved by your police department, sheriff agency or other public safety organization that enforces the law and protects persons or property.
20. "Network and information security wrongful act" means any of the following committed by or on behalf of an insured in the conduct of your business:
- Failure to prevent the transmission of a "computer virus".
  - Failure to provide any "authorized user" of your web-site or "your computer or communications network" with access to such website or such computer or communications network.
  - Failure to prevent unauthorized access to, or use of, electronic data containing private or confidential information of others.
21. "Nuclear material" means any of the following materials defined in the Federal Atomic Energy Act or any of its amendments:
- Source material;
  - Special nuclear material; or
  - By-product material.
22. "Our deductible recovery expenses" means all fees, costs and expenses incurred by us and our attorneys to recover a deductible amount in a legal proceeding brought by us against you. But if the deductible amount awarded to us is less than the full amount of the deductible payment we sought, "our deductible recovery expenses" will be a proportional amount based on the ratio of the deductible amount awarded to the full amount of the deductible payment we sought.
23. "Personal injury" means injury, other than "advertising injury", caused by one or more of the following offenses:
- False arrest, detention or imprisonment;
  - Malicious prosecution;

## PUBLIC ENTITY MANAGEMENT LIABILITY

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
  - d. Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
  - e. Oral or written publication, including publication by electronic means, of material that:
    - (1) Appropriates a person's name, voice, photograph or likeness;
    - (2) Unreasonably places a person in a false light; or
    - (3) Discloses information about a person's private life.
24. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
25. "Professional health care services" includes:
- a. Any medical, surgical, dental, laboratory, x-ray or nursing services, treatment, advice or instruction, or the related furnishing of food or beverages;
  - b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
  - c. The handling or treatment of corpses, including autopsies, organ donations and other postmortem procedures;
  - d. Any health or therapeutic service, treatment, advice or instruction;
  - e. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- f. Any psychiatric, psychological or emotional counseling service, treatment, advice or instruction; or
  - g. The service by any person as a member of a formal accreditation, standards review, peer review or equivalent professional board or committee or member of any professional organization or committee.
26. "Prohibited area" means any country or jurisdiction while any trade sanction, embargo or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction.
27. "Property damage" means:
- a. Physical damage to tangible property of others, including all resulting loss of use of that property; or
  - b. Loss of use of tangible property of others that is not physically damaged.
- For the purposes of this insurance, data, including information, facts or programs in any electronic or other format, is not tangible property.
28. "Related wrongful acts" means two or more "wrongful acts" that have as a common connection, tie or link any fact, circumstance, situation, event, transaction, cause, or series of related facts, circumstances, situations, events, transactions or causes.
29. "Retaliatory action" includes any action directed at any person that is in response to that person's:
- a. Exercising any legally afforded right;
  - b. Supporting in any way another person's exercise of any legally afforded right;
  - c. Participating in any strike or lockout;
  - d. Making any claim or "suit" against you or any other insured;
  - e. Testifying against you or any other insured in any legal proceeding;
  - f. Declining to perform any illegal or unethical act; or
  - g. Threatened or actual reporting of any illegal operations or activities actually or allegedly conducted within your business.
30. "Slogan" means a phrase that others use for the purpose of attracting attention in their advertising.

31. "Suit" means a civil proceeding that seeks damages. "Suit" includes:
- a. An arbitration proceeding that seeks damages and to which the insured must submit or submits with our consent; and
  - b. Any other alternative dispute resolution proceeding that seeks damages and to which the insured submits with our consent.
32. "Title" means a name of a literary or artistic work.
33. "Volunteer worker" means a person, other than a prisoner, who:
- a. Is not acting within the scope of his or her employment as an "employee";
  - b. Donates his or her work; and
  - c. Is not paid a fee, salary or other compensation for that work.
34. "Wrongful act" means any act, error or omission.
35. "Wrongful employment practice offense" means any of the following offenses committed by or on behalf of an insured in the conduct of your business:
- a. "Discrimination" against any of your current, former or prospective "employees" or "volunteer workers";
  - b. Wrongful termination of any of your current, former or prospective "employees" or "volunteer workers";
  - c. "Harassment" of any of your current, former or prospective "employees" or "volunteer workers", or current or former "independent contractors";

#### PUBLIC ENTITY MANAGEMENT LIABILITY

- d. "Retaliatory action" against any or your current, former or prospective "employees" or "volunteer workers";
  - e. Wrongful, excessive, or unfair discipline of any of your current, former or prospective "employees" or "volunteer workers";
  - f. Wrongful hiring, supervision, or demotion of, or failure to promote, any of your current, former or prospective "employees" or "volunteer workers"; or
  - g. Misrepresentation to, or defamation, libel, slander, disparagement or invasion of privacy of, any of your current, former or prospective "employees" or "volunteer workers".
36. "Your boards":
- a. Means any board, commission, or other governmental unit or department that:
    - (1) Is under your jurisdiction; and
    - (2) Is funded and operated as part of your total operating budget.
  - b. Does not include any "joint powers authority".
37. "Your computer or communications network" means any computer or communications network that you rent, lease, license, or borrow from others, own or operate.

EMPLOYMENT-RELATED PRACTICES LIABILITY

## PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE FORM

THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE. DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE. PAYMENT OF DEFENSE EXPENSES WILL REDUCE THE LIMITS OF INSURANCE. PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Common Policy Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

The words "policy period" mean the Policy Period shown in the Declarations of this Coverage Part.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VII - Definitions.

### SECTION I - PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "employment loss" to which this insurance applies. We will have the right and duty to defend the insured against any claim or "suit" seeking those damages. However, we will have no duty to defend the insured against any claim or "suit" seeking damages because of "employment loss" to which this insurance does not apply.

We will also have the right and duty to defend the insured against any "suit" that is a "governmental administrative proceeding" seeking injunctive relief for "employment loss" to which this insurance applies. However, we will have no duty to defend the insured against any "suit" that is a "governmental administrative proceeding" seeking injunctive relief for "employment loss" to which this insurance does not apply. For the purposes of our right and duty to defend the insured under this paragraph, a "suit" that is

a "governmental administrative proceeding" seeking injunctive relief for "employment loss" will be deemed to be a "suit" by a person or organization that seeks damages because of such "employment loss".

When we defend a claim or "suit" against an insured, we will pay reasonable "defense expenses". Payment of such "defense expenses" will reduce the available limits of insurance. We may, at our discretion, investigate any "wrongful employment practice offense" or claim and settle any claim or "suit". But:

- (1) The amount we will pay for damages or "defense expenses" is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or "defense expenses".

We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under Supplementary Payments.

Damages include the attorneys' fees of the person or organization making a claim or bringing a "suit" if such fees are awarded, or paid in a settlement, for "employment loss" to which this insurance applies.

- b. This insurance applies to "employment loss" only if:
  - (1) The "employment loss" is caused by a "wrongful employment practice offense" committed in the "coverage territory";
  - (2) The "wrongful employment practice offense" was not committed before the Retroactive Date shown in the Declarations of this Coverage Part or after the end of the policy period; and
  - (3) A claim or "suit" by a person or organization that seeks damages because of the "employment

"loss" is first made or brought against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under Section VI - Extended Reporting Periods.

- c. A claim or "suit" by a person or organization that seeks damages will be deemed to have been first made or brought against any insured at the earlier of the following times:

- (1) When we or any "described authorized person" first receives written notice of such claim or "suit", whichever is first; or
  - (2) When we first receive written notice from any insured of a specific "wrongful employment practice offense" that caused the "employment loss" which resulted in such claim or "suit".

All claims or "suits" that seek damages because of "employment loss" caused by the same "wrongful employment practice offense" or "related wrongful employment practice offenses" will be deemed to have been first made or brought against any insured at the time the first of those claims or "suits" is first made or brought against any insured.

- d. A claim or "suit" by a person or organization that seeks damages will be deemed to have been first made or brought at the time we receive written notice from any insured of a specific "wrongful employment practice offense" only if that notice contains all of the following information:

- (1) How, when and where the "wrongful employment practice offense" was committed;
  - (2) The names and addresses of any persons or organizations sustaining "employment loss", and the names and addresses of any witnesses;
  - (3) The nature and location of any "employment loss" caused by the "wrongful employment practice offense"; and
  - (4) The names and addresses of each insured that committed the "wrongful employment practice offense".

Notice to us that:

- (1) All or part of one or more of  
any insured's acts or omissions

may in the future be discovered to be a "wrongful employment practice offense"; or

- (2) Any insured may in the future receive written notice of a "wrongful employment practice offense", claim or "suit";

is not notice of a specific "wrongful employment practice offense".

- e. If no Retroactive Date is shown in the Declarations of this Coverage Part, the Retroactive Date will be deemed to be the first day of the policy period.

- f. Each "wrongful employment practice offense" in a series of "related wrongful employment practice offenses" will be deemed to have been committed on the date the first "wrongful employment practice offense" in that series is committed.

## **2. Exclusions**

This insurance does not apply to:

**a. Boards, Commissions, Or Governmental Units Or Departments**

"Employment loss" arising out of any activities or operations of the following boards, commissions, or governmental units or departments:

- (1) Airports;
  - (2) Electric or gas utilities;
  - (3) Health care facilities, including clinics, hospitals, nursing homes, rehabilitation facilities or blood banks;
  - (4) Housing authorities;
  - (5) Port authorities;
  - (6) Schools or school districts; or
  - (7) Transit authorities.

**b. Bodily Injury Or Property Damage**

"Bodily injury" or "property damage".

#### **c. Breach Of Contract**

"Employment loss" arising out of the breach of any written contract or agreement.

**d. Contractual Liability**

"Employment loss" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to "employment loss" for which the insured would have liability for dam-

ages without the contract or agreement.

**e. Criminal, Dishonest, Fraudulent, Or Malicious Wrongful Employment Practice Offenses Or Knowing Violations Of Rights Or Laws**

"Employment loss" arising out of any criminal, dishonest, fraudulent, or malicious "wrongful employment practice offense", or any knowing violation of rights or laws, committed:

- (1) By the insured; or
- (2) With the consent or knowledge of the insured.

This exclusion does not apply to our duty to defend that insured until it has been determined or admitted in a legal proceeding that such "wrongful employment practice offense" or knowing violation was committed:

- (1) By that insured; or
- (2) With the consent or knowledge of that insured.

**f. Employment Termination Or Relocation Due To Operational Decisions**

"Employment loss" arising out of any termination of employment, "independent contractor" status or "volunteer worker" status, or any job relocation or reassignment, that is necessary because you have:

- (1) Filed for bankruptcy protection, or been placed in receivership or liquidation;
- (2) Merged with, acquired, or been acquired by another entity; or
- (3) Transferred any part of your operations to another entity.

**g. Fines Or Penalties**

Any fine or penalty imposed by law or regulation, or that any insured has agreed to pay for any reason.

This exclusion does not apply to punitive or exemplary damages.

**h. Injunctive Relief**

Any loss, cost or expense arising out of complying with any injunctive or other non-monetary relief or any agreement to provide such relief.

This exclusion does not apply to our duty to defend the insured against a "suit" that is a "governmental administrative proceeding".

**i. Known Wrongful Employment Practice Offenses**

"Employment loss" arising out of any "wrongful employment practice offense", including any part of "related wrongful employment practice offenses", that any "described authorized person" knew about before the first date we or any of our affiliated insurance companies have continuously provided this or similar coverage to you.

A "described authorized person" will be deemed to know about a "wrongful employment practice offense" at the earliest time when such "described authorized person":

- (1) Reports all, or any part, of the "wrongful employment practice offense" to us or any provider of other insurance;
- (2) Receives a written or verbal demand or claim for damages because of the "wrongful employment practice offense"; or
- (3) Becomes aware by any other means that all, or any part, of the "wrongful employment practice offense" has been committed.

**j. Multiplied Damages**

The portion of any multiplied damage award that exceeds the amount multiplied.

**k. Other Employment Laws**

"Employment loss" arising out of any violation of any of the duties or responsibilities required of you as an employer by the following laws, amendments to those laws, rules or regulations:

- (1) Fair Labor Standards Act, except the Equal Pay Act;
- (2) National Labor Relations Act;
- (3) Worker Adjustment and Retraining Notification Act;
- (4) Consolidated Omnibus Budget Reconciliation Act of 1985;
- (5) Occupational Safety and Health Act; or
- (6) Employee Retirement Income Security Act of 1974.

This exclusion does not apply to "employment loss" that arises out of "retaliatory action" against any of your "employees" for the "employee's" exercising of rights afforded by such laws.

### **I. Strikes Or Lockouts**

"Employment loss" to any of your "employees":

- (1) On strike or locked out; or
- (2) Temporarily or permanently replaced;

due to any labor dispute, including breach of a collective bargaining agreement.

This exclusion does not apply to "employment loss" that arises out of "retaliatory action" taken in response to any of your "employees" for participating in any strike or lockout.

### **m. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### **SUPPLEMENTARY PAYMENTS**

We will pay, with respect to any claim we are investigating, any claim or "suit" we settle or any claim or "suit" against an insured we are defending:

1. All expenses, other than "defense expenses", we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We will not be the principal under these bonds, and we do not have to furnish these bonds.
3. All reasonable expenses incurred at our request by the insured who is an individual to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings of up to \$500 a day by that individual because of time off from work.
4. All costs taxed against the insured in the "suit" for that part of the judgment we pay, except attorneys' fees of the person or organization bringing the "suit".
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do

not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

7. The cost of any required appeal bond for any judgment that we appeal, but only for bond amounts for that part of the judgment that is for damages to which this insurance applies and which are within the applicable limit of insurance. We will pay, or reimburse the insured for, the cost of a higher appeal bond amount if we are required to do so under the law that applies. We will not be the principal under any appeal bond, and we do not have to furnish any appeal bond.

These payments will not reduce the limits of insurance.

Our duty to make such payments ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or "defense expenses".

### **SECTION II - WHO IS AN INSURED**

1. If you are designated in the Common Policy Declarations as a public entity, you are an insured. "Your boards" are also insureds. Your lawfully elected or appointed officials, "executive officers" or directors are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers" or directors.
2. Each of the following is also an insured:
  - a. Your "volunteer workers", but only while performing duties related to the conduct of your business, and your "employees", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
  - b. Members of "your boards", but only for the conduct of their duties for you or for "your boards". "Employees" of "your boards" are also insureds, but only for work done within the scope of their employment by "your boards", or their performance of duties related to the conduct of the operations of "your boards".
  - c. Any legal representative of an insured that has died, or become mentally incompetent, insolvent or bankrupt, but only with respect to duties as such. That representative will have all the rights and duties of

such insured under this Coverage Part.

3. Any of your lawfully elected or appointed officials, "executive officers", directors or "employees", or any members of "your boards", appointed at your request to serve with an outside tax exempt entity will be deemed to be acting within the scope of their duties for you.

### SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations of this Coverage Part and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".

The limits of insurance will not be reduced by the payment of the applicable deductible amount.

2. The Aggregate Limit is the most we will pay for the sum of all damages and "defense expenses" for the combined total of all claims or "suits" for "employment loss".

If no amount is shown for the Aggregate Limit in the Declarations of this Coverage Part, the Aggregate Limit will be the higher of the Each Wrongful Employment Practice Offense Limit or \$100,000.

3. Subject to Paragraph 2. above, the Each Wrongful Employment Practice Offense Limit is the most we will pay for the sum of all damages and "defense expenses" for all claims or "suits" for "employment loss" caused by the same "wrongful employment practice offense" or "related wrongful employment practice offenses".

The limits of insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed to be part of the last preceding annual or remaining period for the purposes of determining the limits of insurance.

### SECTION IV - DEDUCTIBLE

1. The Each Wrongful Employment Practice Offense Deductible shown in the Declarations of this Coverage Part and the rules below fix the amount of damages

and "defense expenses" incurred by, or on behalf of, you or any insured that you will be responsible for paying, regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

The Each Wrongful Employment Practice Offense Deductible does not apply to payments we make under Supplementary Payments.

2. The Each Wrongful Employment Practice Offense Deductible applies to all damages and "defense expenses" for all claims or "suits" for "employment loss" caused by the same "wrongful employment practice offense" or "related wrongful employment practice offenses".
3. The applicable limits of insurance will not be reduced by the amount of any damages or "defense expenses" within the deductible amount.
4. The terms of this policy, including those with respect to:
  - a. Our right and duty with respect to the defense of claims or "suits"; and
  - b. Your duties in the event of a "wrongful employment practice offense", claim or "suit";apply irrespective of the application of the deductible amount.
5. If we settle a claim or "suit" for damages, or pay a judgment for damages awarded in a "suit", that are subject to a deductible, we may pay any part or all of the deductible amount. You will promptly reimburse us for such part of the deductible amount as we have paid.
6. If we pay "defense expenses" that are subject to a deductible, you will promptly reimburse us for such part of the deductible amount as we have paid.
7. If you do not reimburse us for a deductible amount that applies to damages or "defense expenses", and we are awarded the deductible amount we sought, or any part of that amount, in any legal proceeding against you, you agree to pay us the amount of the award and the following:
  - a. "Our deductible recovery expenses"; and
  - b. Interest, from the date of our notice of payment to you, on the deductible amount awarded to us.

## **SECTION V - PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### **2. Duties In The Event Of A Wrongful Employment Practice Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of a "wrongful employment practice offense" which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "wrongful employment practice offense" was committed;
  - (2) The names and addresses of any persons or organizations sustaining "employment loss", and the names and addresses of any witnesses;
  - (3) The nature and location of any "employment loss" caused by the "wrongful employment practice offense"; and
  - (4) The names and addresses of each insured that committed the "wrongful employment practice offense".
- b. If a claim or "suit" is made or brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable. You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the claim or "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right

against any person or organization which may be liable to the insured because of "employment loss" to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
- e. The following provision applies to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1, or 2. of Section II - Who Is An Insured:

Notice to us of such "wrongful employment practice offense" must be given as soon as practicable only after the "wrongful employment practice offense" is known by you or any "described authorized person".

### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. As used in this provision, an agreed settlement means a settlement and release of liability signed by us, by the insured and by the claimant or the claimant's legal representative.

### **4. Other Insurance**

If valid and collectible other insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as described in Paragraphs a. and b. below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies;
- (iii) Any risk retention group;

- (iv) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of other insurance; or
- (v) Any similar risk transfer or risk management method.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### **a. Primary Insurance**

This insurance is primary except when Paragraph b. below applies. If any other insurance is also primary, we will share with all that other insurance by the method described in Paragraph c. below.

#### **b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to "your boards", members of "your boards" or "employees" of "your boards".

When this insurance is excess, we will have no duty to defend the insured against any claim or "suit" if any provider of other insurance has a duty to defend the insured against that claim or "suit". If no provider of other insurance defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of other insurance.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all such other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision.

#### **c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this

approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

#### **5. Premium Computation**

We will compute all premiums for this Coverage Part in accordance with our rules and rates.

#### **6. Representations**

By accepting this policy, you agree:

- a. The statements and representations made in your application for employment practices liability insurance, and in all materials submitted in connection with it, are accurate and complete;
- b. The statements in the Declarations are accurate and complete;
- c. Those statements are based upon representations you made to us; and
- d. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

#### **7. Separation Of Insureds**

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured shown in the Common Policy Declarations, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### **8. Transfer Of Control Of Defense**

Before the available limit of insurance is used up, you may take over control of the defense, including the appeal, of

any outstanding claim or "suit" previously reported to us if:

- a. We and you agree; or
- b. A court orders you to do so.

If the available limit of insurance is used up, we will notify you as soon as practicable of all outstanding claims or "suits", so you can arrange to take over control of their defense.

We agree to take whatever steps are necessary during a transfer of control of defense of an outstanding claim or "suit" to continue that defense and avoid a default judgment during such transfer. When we take such steps, you agree that we do not waive or give up any of our rights. You also agree to repay the reasonable expenses we incur for such steps taken after the available limit of insurance is used up.

#### **9. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover from others all or part of any payment we have made under this Coverage Part in connection with a claim or "suit", those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or initiate an alternative dispute resolution proceeding to enforce those rights, or will transfer those rights to us and help us enforce them.

We will apply any amounts recovered in enforcing those rights of recovery in the following order:

- a. First, we will reimburse any person or organization (including us or the insured) any amount that person or organization has paid in excess of the limits of insurance.
- b. Then, if there is any amount remaining, we will retain an amount equal to the amount we have paid under this Coverage Part in connection with the claim or "suit".
- c. Finally, if there is any amount remaining, we will pay that amount to the insured, including any amounts within any applicable deductible or self-insured retention.

If any amounts are recovered in enforcing those rights of recovery, reasonable expenses incurred in enforcing such rights will be shared among all persons or organizations receiving amounts recovered. Each such person's or organization's share of those expenses is based on the ratio of its amount recovered to the total amounts recovered by

all such persons or organizations in enforcing such rights.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of "employment loss" caused by a "wrongful employment practice offense" committed subsequent to the execution of the contract or agreement.

#### **10. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Common Policy Declarations written notice of the nonrenewal not less than 30 days before the end of the policy period.

If such notice is mailed, proof of mailing will be sufficient proof of such notice.

#### **11. Endorsements Applicable To Employment-Related Practices Liability Coverage Part**

Any endorsement to this policy that states that it modifies insurance provided under the Employment-Related Practices Liability Coverage Part will be deemed to modify the insurance provided under this Coverage Part.

### **SECTION VI - EXTENDED REPORTING PERIODS**

1. We will provide one or more Extended Reporting Periods, as described below, if this Coverage Part is canceled or not renewed, or replaced or renewed by us with insurance that applies on other than a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims or "suits" for "employment loss" caused by a "wrongful employment practice offense" committed before the end of the policy period and after the Retroactive Date.

Once in effect, Extended Reporting Periods may not be canceled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 90 days.

The Basic Extended Reporting Period does not apply to claims or "suits" that are covered under any future insurance you purchase, or that would be covered under such insurance but for the exhaustion of its applicable limit of insurance.

4. The Basic Extended Reporting Period does not reinstate or increase the limits of insurance.
5. A Supplemental Extended Reporting Period of 12 months is available, but only by an endorsement and for an extra charge. This supplemental period replaces the Basic Extended Reporting Period.

The Supplemental Extended Reporting Period will not go into effect unless we receive all of the following within 90 days after the end of the policy period and you have fulfilled all other duties, and complied with all other conditions and requirements, under this policy:

- a. A written request from you to purchase the Supplemental Extended Reporting Period Endorsement;
- b. Full payment of the earned premium for this policy;
- c. Payment of the additional premium for the Supplemental Extended Reporting Period Endorsement; and
- d. Repayment of any deductible you owe us under this policy.

We will determine the additional premium for that endorsement in accordance with our rules and rates. The additional premium will not exceed 75% of the annual premium for this Coverage Part.

This endorsement will set forth the terms, not inconsistent with this Section VI - Extended Reporting Periods, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims or "suits" first made or brought against any insured during such period is excess over any valid and collectible other insurance available under insurance in force after the Supplemental Extended Reporting Period starts.

6. The Supplemental Extended Reporting Period does not reinstate or increase the limits of insurance.

## **SECTION VII - DEFINITIONS**

1. "Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person; or
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

2. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. All other countries or jurisdictions in the world except the "prohibited area"; or
- c. International waters or airspace, unless the "employment loss" is caused by a "wrongful employment practice offense" committed in the course of travel or transportation to, from or within the "prohibited area"; provided that the insured's responsibility to pay damages is determined in a "suit" on the merits brought in the territory described in Paragraph a. above or in a settlement we agree to.

3. "Defense expenses":

- a. Means any of the following fees, costs or expenses which can be directly allocated to a particular claim or "suit":
  - (1) Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives; or
  - (2) Court, alternative dispute resolution and other specific items of expense, whether incurred by an outside vendor or by one of our employees, including:
    - (a) Expert testimony;
    - (b) Autopsy;
    - (c) Witnesses and summonses;
    - (d) Copies of documents such as birth and death certificates and medical treatment records;
    - (e) Arbitration fees;
    - (f) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit"; and
    - (g) Fees or costs for loss prevention and engineering personnel for services which are conducted as part of handling of a claim or "suit".

- b. Does not include:

- (1) Our expenses, including salaries, overhead and traveling expenses of our employees, except for those fees, costs or expenses described in Paragraphs a.(1) and

- a.(2) above incurred while handling a claim or "suit"; or
  - (2) Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause or extent of, or responsibility for, the "employment loss", including evaluation and settlement of covered claims.
4. "Described authorized person" means:
- a. Any of your elected or appointed officials, "executive officers" or directors;
  - b. Any member of "your boards"; or
  - c. Your risk manager, or any leader of your legal, finance, risk management or other department that is responsible for insurance matters.
5. "Discrimination" means any violation of a person's rights with respect to:
- a. That person's race, color, national origin, religion, gender, marital status, age, sexual orientation, or physical or mental disability;
  - b. Any other class or characteristic afforded rights under any federal, state, or local law, rule, or regulation.
6. "Employee" includes a "leased worker". "Employee" does not include a prisoner employed by any insured.
7. "Employment loss" means:
- a. Employment-related harm to any of your current, former or prospective "employees";
  - b. Harm to any of your current, former or prospective "volunteer workers" in connection with their "volunteer worker" status; or
  - c. Harm to any of your current or former "independent contractors" in connection with their "independent contractor" status.
8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
9. "Governmental administrative proceeding" means any administrative proceeding or hearing conducted by a governmental agency having the proper legal authority to conduct such proceeding or hearing.
10. "Harassment" means any unwelcome sexual advance, request for any sexual favor, or other verbal, visual or physical conduct of a sexual or non-sexual nature, when such conduct:
- a. Is connected to a decision affecting a person's job performance for you or a person's performance of duties related to the conduct of your business;
  - b. Interferes with a person's job performance for you or a person's performance of duties related to the conduct of your business; or
  - c. Creates an intimidating, hostile, or offensive working environment affecting a person's job performance for you or a person's performance of duties related to the conduct of your business.
11. "Independent contractor" means any person who is not the insured's "employee" or "volunteer worker", but who performs duties related to the conduct of the insured's business because of a contract or agreement between the insured and that person for specified services.
12. "Joint powers authority" means any organization formed by two or more public entities that have agreed in a contract or agreement to jointly exercise any power common to them.
13. "Leased worker" means a person hired from a labor leasing firm under an agreement between the hirer and that firm to perform duties related to the conduct of the hirer's business.
14. "Our deductible recovery expenses" means all fees, costs and expenses incurred by us and our attorneys to recover a deductible amount in a legal proceeding brought by us against you. But if the deductible amount awarded to us is less than the full amount of the deductible payment we sought, "our deductible recovery expenses" will be a proportional amount based on the ratio of the deductible amount awarded to the full amount of the deductible payment we sought.
15. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
16. "Prohibited area" means any country or jurisdiction while any trade sanction, embargo or similar regulation imposed by the United States of America applies

to and prohibits the transaction of business with or within such country or jurisdiction.

**17. "Property damage"** means:

- a. Physical damage to tangible property of others, including all resulting loss of use of that property; or
- b. Loss of use of tangible property of others that is not physically damaged.

For the purposes of this insurance, data, including information, facts or programs in any electronic or other format, is not tangible property.

**18. "Related wrongful employment practice offenses"** means two or more "wrongful employment practice offenses" that have as a common connection, tie or link any fact, circumstance, situation, event, transaction, cause, or series of related facts, circumstances, situations, events, transactions or causes.

**19. "Retaliatory action"** includes any action directed at any person that is in response to that person's:

- a. Exercising any legally afforded right;
- b. Supporting in any way another person's exercise of any legally afforded right;
- c. Participating in any strike or lockout;
- d. Making any claim or "suit" against you or any other insured;
- e. Testifying against you or any other insured in any legal proceeding;
- f. Declining to perform any illegal or unethical act; or
- g. Threatened or actual reporting of any illegal operations or activities actually or allegedly conducted within your business.

**20. "Suit"** means:

- a. A civil proceeding that seeks damages, including:
  - (1) An arbitration proceeding that seeks damages and to which the insured must submit or submits with our consent; and
  - (2) Any other alternative dispute resolution proceeding that seeks damages and to which the insured submits with our consent; and

- b. Any "governmental administrative proceeding".

**21. "Volunteer worker"** means a person, other than a prisoner, who:

- a. Is not acting within the scope of his or her employment as an "employee";
- b. Donates his or her work; and
- c. Is not paid a fee, salary or other compensation for that work.

**22. "Wrongful employment practice offense"** means any of the following offenses committed by or on behalf of an insured in the conduct of your business:

- a. "Discrimination" against any of your current, former or prospective "employees" or "volunteer workers";
- b. Wrongful termination of any of your current, former or prospective "employees" or "volunteer workers";
- c. "Harassment" of any of your current, former or prospective "employees" or "volunteer workers", or current or former "independent contractors";
- d. "Retaliatory action" against any or your current, former or prospective "employees" or "volunteer workers";
- e. Wrongful, excessive, or unfair discipline of any of your current, former or prospective "employees" or "volunteer workers";
- f. Wrongful hiring, supervision, or demotion of, or failure to promote, any of your current, former or prospective "employees" or "volunteer workers"; or
- g. Misrepresentation to, or defamation, libel, slander, disparagement or invasion of privacy of, any of your current, former or prospective "employees" or "volunteer workers".

**23. "Your boards":**

- a. Means any board, commission, or other governmental unit or department that:
  - (1) Is under your jurisdiction; and
  - (2) Is funded and operated as part of your total operating budget.
- b. Does not include any "joint powers authority".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

**CYBERFIRST LIABILITY COVERAGE  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
LAW ENFORCEMENT LIABILITY COVERAGE PART  
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART  
TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE**

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk In-

surance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

### LAW ENFORCEMENT LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2, Exclusions of Section - LAW ENFORCEMENT LIABILITY COVERAGE:

#### Fungi Or Bacteria

- a. "Bodily injury", "property damage" or "personal injury" which would not have occurred or taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

- B. The following is added to the DEFINITIONS Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MISSOURI MANDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**CYBERFIRST LIABILITY COVERAGE  
LAW ENFORCEMENT LIABILITY COVERAGE PART  
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART  
TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE**

### PROVISIONS

1. The following replaces Paragraph 2. of the **Cancellation** Common Policy Condition:
  2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:
    - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
    - b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
      - (1) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;
      - (2) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;
      - (3) We become insolvent; or
      - (4) We involuntarily lose reinsurance for this policy.
    - c. 60 days before the effective date of cancellation if we cancel for any other reason.
  2. The following condition is added and supersedes any other provision to the contrary:

### When We Do Not Renew

1. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least 60 days prior to the effective date of the nonrenewal.

2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. The following condition is added and supersedes any other provision to the contrary:

### Missouri Property And Casualty Insurance Guaranty Association Coverage Limitations

1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
  - a. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.
  - b. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.

However, the Association will not:

- (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- (2) Return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

4. The following condition is added and supersedes any other provision to the contrary:

#### Your Right To Claim And Wrongful Act Information

We will provide the first Named Insured shown in the Declarations the following information relating to this policy and any other preceding policy we have issued to you during the previous three years that provides this or similar coverage:

- a. A list or other record of each "wrongful act", not previously reported to any other insurer, of which we were notified in accordance with the terms and conditions of this policy. We will include the date and brief description of the "wrongful act" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

If we cancel or elect not to renew this policy, we will provide such information no later than 30 days before the date of policy termination.

If the first Named Insured cancels or elects not to renew, we will provide this information within 30 days of the first Named Insured's written request.

In other circumstances, we will provide this information only if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile claim and "wrongful act" information for our own business

purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

5. The following replaces the definition of "pollutants" in the DEFINITIONS Section:

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. "Pollutants" includes:

- a. Petroleum or petroleum derivatives, gasoline, fuels, lubricants, and their respective additives and individual chemical components, including benzene and toluene;
- b. Chlorinated and halogenated solvents, including tetrachloroethylene (PCE or PERC), trichloroethylene (TCE), trichloroethane (TCA) and vinyl chloride, and their degradation products;
- c. Coal tar, manufactured gas plant (MGP) byproducts and polynuclear aromatic hydrocarbons (PAHs), phenols and polychlorinated biphenyls (PCBs); and
- d. Organic and inorganic pesticides, and inorganic contaminants, including arsenic, barium, beryllium, lead, cadmium, chromium and mercury.

This definition of "pollutants" applies regardless of whether:

1. The irritant or contaminant, or the particular form, type or source of the irritant or contaminant, involved in the claim or "suit" is specifically identified or described in this definition, such as waste from manufacturing operations;
2. The irritant or contaminant has or had any function in any of the insured's business, operations, premises, sites or locations, such as:
  - (i) PERC for a dry cleaning business;; or
  - (ii) TCE, or any of the other items included as examples of "pollutants" in b. above, for degreasing operations;

3. The irritant or contaminant represents a major source of potential liability for the insured, such as gasoline, or any of the other items included as examples of "pollutants" in a. above, for a gasoline station; or
4. The insured expects or considers the irritant or contaminant to be a pollutant.

Waste includes materials to be recycled, reconditioned or reclaimed.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MISSOURI MANDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART**

#### **PROVISIONS**

1. The following condition is added and supersedes any other provision to the contrary:

#### **Missouri Property And Casualty Insurance Guaranty Association Coverage Limitations**

1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
  - a. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.
  - b. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.

However, the Association will not:

  - (1) Pay an amount in excess of the applicable limit of insur-

ance of the policy from which a claim arises; or

- (2) Return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

2. The following condition is added and supersedes any other provision to the contrary:

#### **Your Right To Claim And Wrongful Employment Practice Offense Information**

We will provide the first Named Insured shown in the Declarations the following information relating to this policy and any other preceding policy we have issued to you during the previous three years that provides this or similar coverage:

- a. A list or other record of each "wrongful employment practice offense", not previously reported to any other insurer, of which we were notified in accordance with the terms and conditions of this policy. We will include the date and brief description of the "wrongful employment practice offense" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

If we cancel or elect not to renew this policy, we will provide such information no later than 30 days before the date of policy termination.

If the first Named Insured cancels or elects not to renew, we will provide this information within 30 days of the first Named Insured's written request.

In other circumstances, we will provide this information only if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile claim and "wrongful employment practice offense" information for our own business purposes and ex-

ercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## STATUTORY CAP LIMITS OF INSURANCE ENDORSEMENT - LAW ENFORCEMENT LIABILITY - MISSOURI

This endorsement modifies insurance provided by the following:

### LAW ENFORCEMENT LIABILITY COVERAGE PART

#### SCHEDULE OF STATUTORY CAP LIMITS

Missouri Each Person Statutory Cap Limit: \$ 381,759

Missouri Statutory Cap Total Limit: \$2,545,062

### PROVISIONS

The following is added to Paragraph 3. of  
**SECTION III - LIMITS OF INSURANCE:**

- a. Subject to the Each Wrongful Act Limit and the Missouri Statutory Cap Total Limit, the Missouri Each Person Statutory Cap Limit, shown in the Schedule of Statutory Cap Limits, is the most we will pay for the sum of all damages:
  - (1) Because of all "bodily injury", "property damage" and "personal injury" caused by the same "wrongful act" or "related wrongful acts" and sustained by any one person or organization; and
  - (2) That are subject to Missouri's statutory caps on damages for governmental tort liability in Missouri Revised Statutes Section 537.610 or any amendments to that section.
- b. Subject to the Each Wrongful Act Limit and the Missouri Each Person Statutory Cap Limit, the Missouri Statutory Cap Total Limit, shown in the Schedule of Statutory Cap Limits, is the most we will pay for the sum of all damages:
  - (1) Because of all "bodily injury", "property damage" and "personal injury" caused by the same "wrongful act" or "related wrongful acts"; and
  - (2) That are subject to Missouri's statutory caps on damages for governmental tort liability in Missouri Revised Statutes Section 537.610 or any amendments to that section.



One Tower Square, Hartford, Connecticut 06183

**CHANGE ENDORSEMENT**

**INSURING COMPANY:** THE TRAVELERS INDEMNITY CO. OF CONNECTICUT

**NAMED INSURED:** CAMDEN COUNTY COMMISSION,

**POLICY NUMBER:** GP09315894

**POLICY EFFECTIVE DATE:** 01/01/11

**POLICY EXPIRATION DATE:** 01/01/12

**ISSUE DATE:** 05/02/11

**PREMIUM:** \$-17,097.00

Effective from 01/01/11 at the time of day the policy becomes effective.

THIS INSURANCE IS AMENDED AS FOLLOWS:

Law Enforcement Liability premium is amended to \$107,354.

NAME AND ADDRESS OF AGENT OR BROKER Countersigned by

MCGRATH INS GROUP INC  
1260  
CAMDENTON MO 65020

\_\_\_\_\_  
Authorized Representative

DATE: \_\_\_\_\_

Office: SAN ANTONIO

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Camden County 00524  
TRAVELERS ROC MEM 100048



One Tower Square, Hartford, Connecticut 06183

**CHANGE ENDORSEMENT**

**INSURING COMPANY:** THE TRAVELERS INDEMNITY CO. OF CONNECTICUT

**NAMED INSURED:** CAMDEN COUNTY COMMISSION,

**POLICY NUMBER:** GP09315894

**POLICY EFFECTIVE DATE:** 01/01/11

**POLICY EXPIRATION DATE:** 01/01/12

**ISSUE DATE:** 04/12/11

**PREMIUM:** \$0.00

Effective from 01/01/11 at the time of day the policy becomes effective.

THIS INSURANCE IS AMENDED AS FOLLOWS:

The Named Insured is amended to read:

Camden County Commission, a Public Entity  
County of Camden, Missouri  
Normac Sewer District  
Sunny Slope - Country Club Drive Sewer District  
Camelot Sewer District

NAME AND ADDRESS OF AGENT OR BROKER Countersigned by

MCGRATH INS GROUP INC  
1260  
CAMDENTON MO 65020

\_\_\_\_\_  
Authorized Representative

DATE: \_\_\_\_\_

Office: SAN ANTONIO

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TRAVELERS REC MEMBER  
Camden County 00526